

(End of clause)

**52.252-5 Authorized Deviations in Provisions.**

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert \$(DEVIATION) after the date of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of \$(DEVIATION) after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ [insert regulation name] (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of \$(DEVIATION) after the name of the regulation.

(End of provision)

**52.252-6 Authorized Deviations in Clauses.**

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert \$(DEVIATION) after the date of the clause.

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of \$(DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ [insert regulation name] (48 CFR 1)

clause with an authorized deviation is indicated by the addition of \$(DEVIATION) after the name of the regulation.

(End of clause)

**52.253-1 Computer Generated Forms.**

As prescribed in FAR 53.111, insert the following clause:

COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and *provided* the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

[55 FR 52800, Dec. 21, 1990]

**Subpart 52.3—Provision and Clause Matrix****52.300 Scope of subpart.**

The matrix in this subpart contains a column for each principal type and/or purpose of contract (see 52.101(e)).

[55 FR 3890, Feb. 5, 1990]

**52.301 Solicitation provisions and contract clauses (Matrix).**

NOTE: The FAR matrix is not carried in the CFR. It is available in the loose-leaf edition.

[48 FR 42478, Sept. 19, 1983, as amended at 62 FR 40239, July 25, 1997]

**PART 53—FORMS**

Sec.

53.000 Scope of part.

53.001 Definitions.

**Subpart 53.1—General**

- 53.100 Scope of subpart.
- 53.101 Requirements for use of forms.
- 53.102 Current editions.
- 53.103 Exceptions.
- 53.104 Overprinting.
- 53.105 Computer generation.
- 53.106 Special construction and printing.
- 53.107 Obtaining forms.
- 53.108 Recommendations concerning forms.
- 53.109 Forms prescribed by other regulations.
- 53.110 Continuation sheets.
- 53.111 Contract clause.

**Subpart 53.2—Prescription of Forms**

- 53.200 Scope of subpart.
- 53.201 Federal acquisition system.
- 53.201-1 Contracting authority and responsibilities (SF 1402).
- 53.202-53.203 [Reserved]
- 53.204 Administrative matters.
- 53.204-1 Safeguarding classified information within industry (DD Form 254, DD Form 441).
- 53.204-2 [Reserved]
- 53.205 Publicizing contract actions.
- 53.205-1 Paid advertisements.
- 53.206-53.208 [Reserved]
- 53.209 Contractor qualifications.
- 53.209-1 Responsible prospective contractors.
- 53.210-53.211 [Reserved]
- 53.212 Acquisition of commercial items.
- 53.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, and 1449, and OF's 336, 347, and 348).
- 53.214 Sealed bidding.
- 53.215 Contracting by negotiation.
- 53.215-1 Solicitation and receipt of proposals.
- 53.216 Types of contracts.
- 53.216-1 Delivery orders and orders under basic ordering agreements (OF 347).
- 53.217-53.218 [Reserved]
- 53.219 Small business programs.
- 53.220-53.221 [Reserved]
- 53.222 Application of labor laws to Government acquisitions (SF's 99, 308, 1093, 1413, 1444, 1445, 1446, WH-347).
- 53.223-53.227 [Reserved]
- 53.228 Bonds and insurance.
- 53.229 Taxes (SF's 1094, 1094-A).
- 53.230-53.231 [Reserved]
- 53.232 Contract financing (SF 1443).
- 53.233-53.234 [Reserved]
- 53.235 Research and Development Contracting (SF 298).
- 53.236 Construction and architect-engineer contracts.
- 53.236-1 Construction.
- 53.236-2 Architect-engineer services (SF's 252 and 330).
- 53.237-53.241 [Reserved]
- 53.242 Contract administration.

- 53.242-1 Novation and change-of-name agreements (SF 30).
- 53.243 Contract modifications (SF 30).
- 53.244 [Reserved]
- 53.245 Government property.
- 53.246 [Reserved]
- 53.247 Transportation (U.S. Commercial Bill of Lading).
- 53.248 [Reserved]
- 53.249 Termination of contracts.
- 53.250 [Reserved]
- 53.251 Contractor use of Government supply sources (OF 347).

**Subpart 53.3—Illustrations of Forms**

- 53.300 Scope of subpart.
- 53.301 Standard forms.
- 53.301-18 SF 18 (Rev. 6/95), Request for Quotations.
- 53.301-24 Bid Bond.
- 53.301-25 Performance Bond.
- 53.301-25-A Payment Bond.
- 53.301-25-B Standard Form 25-B, Continuation Sheet (For Standard Forms 24, 25, and 25-A).
- 53.301-26 Award/Contract.
- 53.301-28 Affidavit of Individual Surety.
- 53.301-30 Standard Form 30, Amendment of Solicitation/Modification of Contract.
- 53.301-33 Solicitation, Offer and Award.
- 53.301-34 Annual Bid Bond.
- 53.301-35 Annual Performance Bond.
- 53.301-44 Standard Form 44, Purchase Order—Invoice—Voucher.
- 53.301-98 Standard Form 98, Notice of Intention To Make a Service Contract and Response to Notice.
- 53.301-98a Standard Form 98a, Notice of Intention To Make a Service Contract and Response to Notice (Attachment A).
- 53.301-99 Standard Form 99, Notice of Award of Contract.
- 53.301-120 Standard Form 120, Report of Excess Personal Property.
- 53.301-120-A Standard Form 120-A, Continuation Sheet (Report of Excess Personal Property).
- 53.301-126 Standard Form 126, Report of Personal Property for Sale.
- 53.301-126-A Standard Form 126-A, Report of Personal Property for Sale (Continuation Sheet).
- 53.301-252 Standard Form 252, Architect-Engineer Contract.
- 53.301-273 Reinsurance Agreement for a Miller Act Performance Bond.
- 53.301-274 Reinsurance Agreement for a Miller Act Payment Bond.
- 53.301-275 Reinsurance Agreement in Favor of the United States.
- 53.301-298 Standard Form 298, Report Documentation Page.
- 53.301-308 Standard Form 308, Request for Determination and Response to Request.
- 53.301-330 Architect-Engineer Qualifications.

## Federal Acquisition Regulation

53.000

- 53.301-1034 Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal.
- 53.301-1034A Standard Form 1034A, Public Voucher for Purchases and Services Other Than Personal—Memorandum Copy.
- 53.301-1035 Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal, Continuation Sheet.
- 53.301-1035A Standard Form 1035A, Public Voucher for Purchases and Services Other Than Personal—Memorandum, Continuation Sheet.
- 53.301-1093 Standard Form 1093, Schedule of Withholdings Under the Davis-Bacon Act and/or the Contract Work Hours and Safety Standards Act.
- 53.301-1094 SF 1094, U.S. Tax Exemption Certificates.
- 53.301-1094A SF 1094A, Tax Exemption Certificates Accountability Record.
- 53.301-1165 Standard Form 1165, Receipt for Cash-Subvoucher.
- 53.301-1402 Standard Form 1402, Certificate of Appointment.
- 53.301-1403 Preaward Survey of Prospective Contractor (General).
- 53.301-1404 Preaward Survey of Prospective Contractor—Technical.
- 53.301-1405 Preaward Survey of Prospective Contractor—Production.
- 53.301-1406 Preaward Survey of Prospective Contractor—Quality Assurance.
- 53.301-1407 Preaward Survey of Prospective Contractor—Financial Capability.
- 53.301-1408 Preaward Survey of Prospective Contractor—Accounting System.
- 53.301-1409 Standard Form 1409, Abstract of Offers.
- 53.301-1410 Standard Form 1410, Abstract of Offers—Continuation.
- 53.301-1413 Standard Form 1413, Statement and Acknowledgment.
- 53.301-1414 SF 1414 (Rev. 10/93) Consent of Surety.
- 53.301-1415 SF 1415 (Rev. 7/93) Consent of Surety and Increase of Penalty.
- 53.301-1416 Payment Bond for Other than Construction Contracts.
- 53.301-1418 Performance bond for other than construction contracts.
- 53.301-1423 Inventory Verification Survey.
- 53.301-1424 Inventory Disposal Report.
- 53.301-1427 Standard Form 1427, Inventory Schedule A—Construction Sheet (Metals in Mill Product Form).
- 53.301-1428 Inventory Schedule Disposal Schedule.
- 53.301-1429 Standard Form 1429, Inventory Schedule B—Continuation Sheet.
- 53.301-1435 Settlement Proposal (Inventory Basis).
- 53.301-1436 Settlement Proposal (Total Cost Basis).
- 53.301-1437 Settlement Proposal for Cost-Reimbursement Type Contracts.
- 53.301-1438 Settlement Proposal (Short Form).
- 53.301-1439 Schedule of Accounting Information.
- 53.301-1440 Application for Partial Payment.
- 53.301-1442 Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair).
- 53.301-1443 Standard Form 1443, Contractor's Request for Progress Payment.
- 53.301-1444 Request for Authorization of Additional Classification and Rate.
- 53.301-1445 SF 1445, Labor Standards Interview.
- 53.301-1446 Labor Standards Investigation Summary Sheet.
- 53.301-1447 Solicitation/Contract.
- 53.301-1449 Solicitation/Contract/Order for Commercial Items.
- 53.302 Optional forms.
- 53.302-17 Optional Form 17, Offer Label.
- 53.302-90 Release of Lien on Real Property.
- 53.302-91 Release of Personal Property From Escrow.
- 53.302-307 Optional Form 307, Contract Award.
- 53.302-308 Optional Form 308, Solicitation and Offer—Negotiated Acquisition.
- 53.302-309 Optional Form 309, Amendment of Solicitation.
- 53.302-312 Small Disadvantaged Business (SDB) Participation Report.
- 53.302-333 Procurement Integrity Certification for Procurement Officials.
- 53.302-336 Optional Form 336, Continuation Sheet.
- 53.302-347 Order for Supplies or Services.
- 53.302-348 Order for Supplies or Services Schedule—Continuation.
- 53.302-1419 Optional Form 1419, Abstract of Offers—Construction.
- 53.302-1419A Optional Form 1419A, Abstract of Offers—Construction, Continuation Sheet.
- 53.303 Agency forms.
- 53.303-DD-254 Department of Defense DD Form 254, Contract Security Classification Specification.
- 53.303-DD-441 Department of Defense DD Form 441, Security Agreement.
- 53.303-WH-347 Department of Labor Form WH-347, Payroll (For Contractor's Optional Use).

AUTHORITY: 40 U.S.C. 121(c); 10 U.S.C. chapter 137; and 42 U.S.C. 2473(c).

SOURCE: 48 FR 42637, Sept. 19, 1983, unless otherwise noted.

### 53.000 Scope of part.

This part (a) prescribes standard forms (SF's) and references optional forms (OF's) and agency-prescribed

**53.001**

forms for use in acquisition, (b) contains requirements and information generally applicable to the forms, and (c) illustrates the forms.

**53.001 Definitions.**

*Exception*, as used in this part, means an approved departure from the established design, content, printing specifications, or conditions for use of any standard form.

**Subpart 53.1—General**

**53.100 Scope of subpart.**

This subpart contains requirements and information generally applicable to the forms prescribed in this regulation.

**53.101 Requirements for use of forms.**

The requirements for use of the forms prescribed or referenced in this part are contained in parts 1 through 52, where the subject matter applicable to each form is addressed. The specific location of each requirement is identified in subpart 53.2.

[48 FR 42637, Sept. 19, 1983, as amended at 63 FR 34080, June 22, 1998]

**53.102 Current editions.**

The form prescriptions in subpart 53.2 and the illustrations in subpart 53.3 contain current edition dates. Contracting officers shall use the current editions unless otherwise authorized under this regulation.

**53.103 Exceptions.**

Agencies shall not (a) alter a standard form prescribed by this regulation, or (b) use for the same purpose any form other than the standard form prescribed by this regulation without receiving in advance an exception to the form.

[53 FR 43395, Oct. 26, 1988, as amended at 62 FR 40239, July 25, 1997]

**53.104 Overprinting.**

Standard and optional forms (obtained as required by 53.107) may be overprinted with names, addresses, and other uniform entries that are consistent with the purpose of the form and that do not alter the form in any

way. Exception approval for overprinting is not needed.

**53.105 Computer generation.**

(a) Agencies may computer-generate the Standard and Optional Forms prescribed in the FAR without exception approval (see 53.103), provided—

(1) The form is in an electronic format that complies with Federal Information Processing Standard Number 161; or

(2) There is no change to the name, content, or sequence of the data elements, and the form carries the Standard or Optional Form number and edition date.

(b) The forms prescribed by this part may be computer generated by the public. Unless prohibited by agency regulations, forms prescribed by agency FAR supplements may also be computer generated by the public. Computer generated forms shall either comply with Federal Information Processing Standard Number 161 or shall retain the name, content, or sequence of the data elements, and shall carry the Standard or Optional Form or agency number and edition date (see 53.111).

[60 FR 34741, July 3, 1995]

**53.106 Special construction and printing.**

Contracting offices may request exceptions (see 53.103) to standard forms for special construction and printing. Examples of common exceptions are as follows:

Standard Forms	Special Construction and Printing
(a) SF 18— .....	(1) With vertical lines omitted (for listing of supplies and services, unit, etc.); (2) As reproducible masters; and/or (3) In carbon interleaved pads or sets.
(b) SF's 26,30,33,1447—.	As die-cut stencils or reproducible masters.
(c) SF 44— .....	(1) With serial numbers and contracting office name and address; and/or (2) On special weight of paper and with the type of construction, number of sets per book, and number of parts per set as specified by the contracting officer. (Executive agencies may supplement the administrative instructions on the inside front cover of the book.)
(d) SF 1442— .....	(1) As die-cut stencils or reproducible masters; and/or

## Federal Acquisition Regulation

## 53.200

Standard Forms	Special Construction and Printing
	(2) With additional wording as required by the executive agency. (However, the sequence and wording of the items appearing on the prescribed form should not be altered.)

[48 FR 42637, Sept. 19, 1983, as amended at 51 FR 27121, July 29, 1986; 54 FR 48998, Nov. 28, 1989]

### 53.107 Obtaining forms.

(a) Executive agencies shall obtain standard and optional forms from the General Services Administration (GSA) by using GSA Supply Catalog - Office Products (see 41 CFR 101-26.302). Standard forms adapted for computer preparation (see 53.105) or with special construction and printing (see 53.106) that are not available from GSA may be ordered directly from the Government Printing Office (GPO).

(b) Contractors and other parties may obtain standard and optional forms from the Superintendent of Documents, GPO, Washington, DC 20402. Standard and optional forms not available from the Superintendent of Documents may be obtained from the prescribing agency.

(c) Agency forms may be obtained from the prescribing agency.

### 53.108 Recommendations concerning forms.

Users of this regulation may recommend new forms or the revision, elimination, or consolidation of the forms prescribed or referenced in this regulation. Recommendations from within an executive agency shall be submitted to the cognizant council in accordance with agency procedures. Recommendations from other than executive agencies should be submitted directly to the FAR Secretariat.

### 53.109 Forms prescribed by other regulations.

Certain forms referred to in Subpart 53.2 are prescribed in other regulations and are specified by the FAR for use in acquisition. For each of these forms, the prescribing agency is identified by means of a parenthetical notation after the form number. For example, SF 1165, which is prescribed by the Govern-

ment Accountability Office (GAO), is identified as SF 1165(GAO).

[48 FR 42637, Sept. 19, 1983, as amended at 71 FR 57380, Sept. 28, 2006]

### 53.110 Continuation sheets.

Except as may be otherwise indicated in the FAR, all standard forms prescribed by the FAR may be continued on (a) plain paper of similar specification, or (b) specially constructed continuation sheets (e.g., OF 336). Continuation sheets shall be annotated in the upper right-hand corner with the reference number of the document being continued and the serial page number.

[48 FR 42637, Sept. 19, 1983, as amended at 51 FR 27121, July 29, 1986]

### 53.111 Contract clause.

Contracting officers shall insert the clause at 52.253-1, Computer Generated Forms, in solicitations and contracts that require the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements.

[55 FR 52800, Dec. 21, 1990]

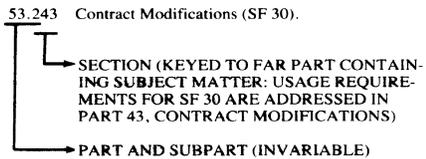
## Subpart 53.2—Prescription of Forms

### 53.200 Scope of subpart.

This subpart prescribes standard forms and references optional forms and agency-prescribed forms for use in acquisition. Consistent with the approach used in subpart 52.2, this subpart is arranged by subject matter, in the same order as, and keyed to, the parts of the FAR in which the form usage requirements are addressed. For example, forms addressed in FAR part 14, Sealed Bidding, are treated in this subpart in section 53.214, Sealed Bidding; forms addressed in FAR part 43, Contract Modifications, are treated in this subpart in section 53.243, Contract modifications. The following example illustrates how the subjects are keyed to the parts in which they are addressed:

## 53.201

## 48 CFR Ch. 1 (10-1-09 Edition)



[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 50 FR 52429, Dec. 23, 1985]

### 53.201 Federal acquisition system.

#### 53.201-1 Contracting authority and responsibilities (SF 1402).

*SF 1402 (10/83), Certificate of Appointment.* SF 1402 is prescribed for use in appointing contracting officers, as specified in 1.603-3.

#### 53.202-53.203 [Reserved]

#### 53.204 Administrative matters.

##### 53.204-1 Safeguarding classified information within industry (DD Form 254, DD Form 441).

The following forms, which are prescribed by the Department of Defense, shall be used by agencies covered by the Defense Industrial Security Program if contractor access to classified information is required, as specified in subpart 4.4 and the clause at 52.204-2:

(a) *DD Form 254 (Department of Defense (DOD)), Contract Security Classification Specification.* (See 4.403(c)(1).)

(b) *DD Form 441 (DOD), Security Agreement.* (See paragraph (b) of the clause at 52.204-2.)

#### 53.204-2 [Reserved]

#### 53.205 Publicizing contract actions.

##### 53.205-1 Paid advertisements.

SF 1449, prescribed in 53.212, shall be used to place orders for paid advertisements as specified in 5.503.

[61 FR 39198, July 26, 1996]

#### 53.206-53.208 [Reserved]

#### 53.209 Contractor qualifications.

##### 53.209-1 Responsible prospective contractors.

(a) *SF 1403 (Rev. 9/88), Preaward Survey of Prospective Contractor (General).*

SF 1403 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(b) *SF 1404 (Rev. 9/88), Preaward Survey of Prospective Contractor—Technical.* SF 1404 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(c) *SF 1405 (Rev. 9/88), Preaward Survey of Prospective Contractor—Production.* SF 1405 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(d) *SF 1406 (Rev. 11/97), Preaward Survey of Prospective Contractor—Quality Assurance.* SF 1406 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(e) *SF 1407 (Rev. 9/88), Preaward Survey of Prospective Contractor—Financial Capability.* SF 1407 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(f) *SF 1408 (Rev. 9/88), Preaward Survey of Prospective Contractor—Accounting System.* SF 1408 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

[55 FR 25534, June 21, 1990, as amended at 62 FR 64937, Dec. 9, 1997]

#### 53.210-53.211 [Reserved]

#### 53.212 Acquisition of commercial items.

*SF 1449 (Rev. 3/2005), Solicitation/Contract/Order for Commercial Items.* SF 1449 is prescribed for use in solicitations and contracts for commercial items. Agencies may prescribe additional detailed instructions for use of the form.

[60 FR 48256, Sept. 18, 1995, as amended at 67 FR 13050, Mar. 20, 2002; 70 FR 14955, Mar. 23, 2005]

##### 53.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, and 1449, and OF's 336, 347, and 348).

The following forms are prescribed as stated in this section for use in simplified acquisition procedures, orders

under existing contracts or agreements, and orders from required sources of supplies and services:

(a) *SF 18 (Rev. 6/95), Request for Quotations, or SF 1449 (Rev. 3/2005), Solicitation/Contract/Order for Commercial Items.* SF 18 is prescribed for use in obtaining price, cost, delivery, and related information from suppliers as specified in 13.307(b). SF 1449, as prescribed in 53.212, or other agency forms/automated formats, may also be used to obtain price, cost, delivery, and related information from suppliers as specified in 13.307(b).

(b) *SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract.* SF 30, prescribed in 53.243, may be used for modifying purchase orders, as specified in 13.307(c)(3).

(c) *SF 44 (Rev. 10/83), Purchase Order Invoice Voucher.* SF 44 is prescribed for use in simplified acquisition procedures, as specified in 13.306.

(d) *SF 1165 (6/83 Ed.), Receipt for Cash-Subvoucher.* SF 1165 (GAO) may be used for imprest fund purchases, as specified in 13.307(e).

(e) *OF 336 (4/86 Ed.), Continuation Sheet.* OF 336, prescribed in 53.214(h), may be used as a continuation sheet in solicitations, as specified in 13.307(c)(1).

(f) *SF 1449, (Rev. 3/2005) Solicitation/Contract/Order for Commercial Items* prescribed in 53.212, *OF 347 (Rev. 4/06), Order for Supplies or Services, and OF 348 (Rev. 4/06), Order for Supplies or Services-Schedule Continuation.* SF 1449, OF's 347 and 348 (or approved agency forms/automated formats) may be used as follows:

(1) To accomplish acquisitions under simplified acquisition procedures, as specified in 13.307.

(2) To establish blanket purchase agreements (BPA's), as specified in 13.303-2, and to make purchases under BPA's, as specified in 13.303-5.

(3) To issue orders under basic ordering agreements, as specified in 16.703(d)(2)(i).

(4) As otherwise specified in this chapter (e.g., see 5.503(a)(2), 8.406-1, 36.701(b), and 51.102(e)(3)(ii)).

[61 FR 39198, July 26, 1996, as amended at 62 FR 51266, Sept. 30, 1997; 62 FR 64929, Dec. 9, 1997; 67 FR 13050, Mar. 20, 2002; 69 FR 34239, June 18, 2004; 69 FR 59699, Oct. 5, 2004; 70 FR 14955, Mar. 23, 2005; 72 FR 63090, Nov. 7, 2007]

### 53.214 Sealed bidding.

The following forms are prescribed for use in contracting by sealed bidding (except for construction and architect-engineer services):

(a) *SF 26 (APR 2008), Award/Contract.* SF 26 is prescribed for use in awarding sealed bid contracts for supplies or services in which bids were obtained on SF 33, Solicitation, Offer and Award, as specified in 14.408-1(d)(1). Pending issuance of a new edition of the form, the reference in block 1 should be amended to read 15 CFR 700.

(b) *SF 30, Amendment of Solicitation/Modification of Contract.* SF 30, prescribed in 53.243, shall be used in amending invitations for bids, as specified in 14.208(a).

(c) *SF 33 (Rev. 9/97), Solicitation, Offer and Award.* SF 33 is prescribed for use in soliciting bids for supplies or services and for awarding the contracts that result from the bids, as specified in 14.201-2(a)(1), unless award is accomplished by SF 26.

(d) *SF 1447 (APR 2008), Solicitation/Contract.* SF 1447 is prescribed for use in soliciting supplies or services and for awarding contracts that result from the bids. It shall be used when the simplified contract format is used (see 14.201-9) and may be used in place of the SF 26 or SF 33 with other solicitations and awards. Agencies may prescribe additional detailed instructions for use of the form.

(e) [Reserved]

(f) *SF 1409 (Rev. 9/88), Abstract of Offers, and SF 1410 (9/88), Abstract of Offers-Continuation.* SF 1409 and SF 1410 are prescribed for use in recording bids, as specified in 14.403(a).

(g) *OF 17 (Rev. 12/93), Offer Label.* OF 17 may be furnished with each invitation for bids to facilitate identification and handling of bids, as specified in 14.202-3(b).

(h) *OF 336 (Rev. 3/86), Continuation Sheet.* OF 336 may be used as a continuation sheet in solicitations, as specified in 14.201-2(b).

[48 FR 42637, Sept. 19, 1983]

EDITORIAL NOTE: For FEDERAL REGISTER citations affecting § 53.214, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and on GPO Access.

## 53.215

### 53.215 Contracting by negotiation.

#### 53.215-1 Solicitation and receipt of proposals.

The following forms are prescribed, as stated in the following paragraphs, for use in contracting by negotiation (except for construction, architect-engineer services, or acquisitions made using simplified acquisition procedures):

(a) *SF 26 (APR 2008), Award/Contract*. SF 26, prescribed in 53.214(a), may be used in entering into negotiated contracts in which the signature of both parties on a single document is appropriate, as specified in 15.509.

(b) *SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract*. SF 30, prescribed in 53.243, may be used for amending requests for proposals and for amending requests for information, as specified in 15.210(b).

(c) *SF 33 (Rev. 9/97), Solicitation, Offer and Award*. SF 33, prescribed in 53.214(c), may be used in connection with the solicitation and award of negotiated contracts. Award of such contracts may be made by either OF 307, SF 33, or SF 26, as specified in 53.214(c) and 15.509.

(d) *OF 17 (Rev. 12/93), Offer Label*. OF 17 may be furnished with each request for proposals to facilitate identification and handling of proposals, as specified in 15.210(c).

(e) *OF 307 (9/97), Contract Award*. OF 307 may be used to award negotiated contracts as specified in 15.509.

(f) *OF 308 (9/97), Solicitation and Offer-Negotiated Acquisition*. OF 308 may be used to support solicitation of negotiated contracts as specified in 15.210(a). Award of such contracts may be made by OF 307, as specified in 15.509.

(g) *OF 309 (9/97), Amendment of Solicitation*. OF 309 may be used to amend solicitations of negotiated contracts, as specified in 15.210(b).

[62 FR 51266, Sept. 30, 1997, as amended at 62 FR 64940, Dec. 9, 1997; 64 FR 32749, June 17, 1999; 66 FR 2141, Jan. 10, 2001; 73 FR 21785, Apr. 22, 2008]

## 48 CFR Ch. 1 (10-1-09 Edition)

### 53.216 Types of contracts.

#### 53.216-1 Delivery orders and orders under basic ordering agreements (OF 347).

*OF 347, Order for Supplies or Services*. OF 347, prescribed in 53.213(f), (or an approved agency form) may be used to place orders under indefinite delivery contracts and basic ordering agreements, as specified in 16.703(d)(2)(i).

[48 FR 42637, Sept. 19, 1983, as amended at 61 FR 39199, July 26, 1996]

#### 53.217-53.218 [Reserved]

#### 53.219 Small business programs.

The following form may be used in reporting small disadvantaged business contracting data: *OF 312 (10/00), Small Disadvantaged Business Participation Report*. (See subpart 19.12.)

[73 FR 21783, Apr. 22, 2008]

#### 53.220-53.221 [Reserved]

#### 53.222 Application of labor laws to Government acquisitions (SF's 308, 1093, 1413, 1444, 1445, 1446, WH-347).

The following forms are prescribed as stated below, for use in connection with the application of labor laws:

(a) [Reserved]

(b) [Reserved]

(c) *SF 308 (DOL) (Rev. 5/85), Request for Wage Determination and Response to Request*. (See 22.404-3 (a) and (b).)

(d) *SF 1093 (GAO) (10/71), Schedule of Withholdings under the Davis-Bacon Act and/or the Contract Work Hours and Safety Standards Act*. (See 22.406-9(c)(1).)

(e) *SF 1413 (Rev. 7/2005), Statement and Acknowledgment*. SF 1413 is prescribed for use in obtaining contractor acknowledgment of inclusion of required clauses in subcontracts, as specified in 22.406-5.

(f) *Form SF 1444 (10/87), Request for Authorization of Additional Classification and Rate*. (See 22.406-3(a) and 22.1019.)

(g) *SF 1445 (12/96), Labor Standards Interview*. (See 22.406-7(b).)

(h) *SF 1446 (10/87), Labor Standards Investigation Summary Sheet*. (See 22.406-8(d).)

(i) *Form WH-347 (DOL), Payroll (for Contractor's Optional Use)*. (See 22.406-6(a).)

[48 FR 42637, Sept. 19, 1983, as amended at 49 FR 12997, Mar. 30, 1984; 53 FR 4948, Feb. 18, 1988; 53 FR 27468, July 20, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 38518, Sept. 18, 1990; 59 FR 11388, Mar. 10, 1994; 62 FR 240, Jan. 2, 1997; 70 FR 33669, June 8, 2005; 71 FR 36935, June 28, 2006]

### 53.223-53.227 [Reserved]

### 53.228 Bonds and insurance.

The following standard forms are prescribed for use for bond and insurance requirements, as specified in part 28:

(a) *SF 24 (Rev. 10/98) Bid Bond*. (See 28.106-1.) SF 24 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(b) *SF 25 (Rev. 5/96) Performance Bond*. (See 28.106-1(b).) SF 25 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(c) *SF 25-A (Rev. 10/98) Payment Bond*. (See 28.106-1(c).) SF 25-A is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(d) *SF 25-B (Rev. 10/83), Continuation Sheet (For Standard Forms 24, 25, and 25-A)*. (See 28.106-1(d).)

(e) *SF 28 (Rev. 6/03) Affidavit of Individual Surety*. (See 28.106-1(e) and 28.203(b).) SF 28 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(f) *SF 34 (Rev. 1/90), Annual Bid Bond*. (See 28.106-1(f).) SF 34 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(g) *SF 35 (Rev. 1/90), Annual Performance Bond*. (See 28.106-1.) SF 35 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(h) *SF 273 (Rev. 10/98) Reinsurance Agreement for a Miller Act Performance Bond*. (See 28.106-1(h) and 28.202-1(a)(4).) SF 273 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(i) *SF 274 (Rev. 10/98) Reinsurance Agreement for a Miller Act Payment Bond*. (See 28.106-1(i) and 28.202-1(a)(4).)

SF 274 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(j) *SF 275 (Rev. 10/98) Reinsurance Agreement in Favor of the United States*. (See 28.106-1(j) and 28.202-1(a)(4).) SF 275 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(k) *SF 1414 (Rev. 10/93), Consent of Surety*. SF 1414 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(l) *SF 1415 (Rev. 7/93), Consent of Surety and Increase of Penalty*. (See 28.108-1(1).) SF 1415 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(m) *SF 1416 (Rev. 10/98) Payment Bond for Other than Construction Contracts*. (See 28.106-1(m).) SF 1416 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(n) *SF 1418 (Rev. 2/99) Performance Bond For Other Than Construction Contracts*. (See 28.106-1(n).) SF 1418 is authorized for local reproduction and a copy is furnished for this purpose in Part 53 of the looseleaf edition of the FAR.

(o) *OF 90 (Rev. 1/90), Release of Lien on Real Property*. (See 28.106-1(o) and 28.203-5(a).) OF 90 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(p) *OF 91 (Rev. 1/90), Release of Personal Property from Escrow*. (See 28.106-1(p) and 28.203-5(a).) OF 91 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

[48 FR 42637, Sept. 19, 1983, as amended at 53 FR 43395, Oct. 26, 1988; 54 FR 48998, Nov. 28, 1989; 55 FR 25534, June 21, 1990; 55 FR 52801, Dec. 21, 1990; 59 FR 67061, Dec. 28, 1994; 61 FR 39214, July 26, 1996; 63 FR 58603, Oct. 30, 1998; 63 FR 70293, Dec. 18, 1998; 64 FR 10549, Mar. 4, 1999; 68 FR 28088, May 22, 2003]

## 53.229

### 53.229 Taxes (SF's 1094, 1094-A).

*SF 1094 (Rev. 12/96), U.S. Tax Exemption Form, and SF 1094-A (Rev. 12/96), Tax Exemption Forms Accountability Record.* SF's 1094 and 1094-A are prescribed for use in establishing exemption from State or local taxes, as specified in 29.302(b).

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 240, Jan. 2, 1997]

### 53.230–53.231 [Reserved]

### 53.232 Contract financing (SF 1443).

*SF 1443 (JUL 2009), Contractor's Request for Progress Payment.* SF 1443 is prescribed for use in obtaining contractors' requests for progress payments.

[48 FR 42637, Sept. 19, 1983, as amended at 74 FR 28431, June 15, 2009]

### 53.233–53.234 [Reserved]

### 53.235 Research and Development Contracting (SF 298).

*SF 298 (2/89), Report Documentation Page.* SF 298 is prescribed for use in submitting scientific and technical reports to contracting officers and to technical information libraries, as specified in 35.010.

[55 FR 3890, Feb. 5, 1990]

### 53.236 Construction and architect-engineer contracts.

#### 53.236–1 Construction.

The following forms are prescribed, as stated below, for use in contracting for construction, alteration, or repair, or dismantling, demolition, or removal of improvements.

(a)–(c) [Reserved]

(d) *SF 1442 (4/85), Solicitation, Offer and Award (Construction, Alteration, or Repair).* SF 1442 is prescribed for use in soliciting offers and awarding contracts expected to exceed the simplified acquisition threshold for (1) construction, alteration, or repair, or (2) dismantling, demolition, or removal of improvements (and may be used for contracts within the simplified acquisition threshold), as specified in 36.701(b).

(e) *OF 347 (Rev. 3/2005), Order for Supplies or Services.* OF 347, prescribed in 53.213(f), (or an approved agency form) may be used for contracts under the

## 48 CFR Ch. 1 (10–1–09 Edition)

simplified acquisition threshold for (1) construction, alteration, or repair, or (2) dismantling, demolition, or removal of improvements, as specified in 36.701(c).

(f) *OF 1419 (11/88), Abstract of Offers-Construction, and OF 1419A (11/88), Abstract of Offers-Construction, Continuation Sheet.* OF's 1419 and 1419A are prescribed for use in recording bids (and may be used for recording proposal evaluation information), as specified in 36.701(d).

[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 53 FR 4948, Feb. 18, 1988; 54 FR 29284, July 11, 1989; 55 FR 52801, Dec. 21, 1990; 60 FR 34763, July 3, 1995; 61 FR 39199, July 26, 1996; 69 FR 59700, Oct. 5, 2004; 70 FR 14955, Mar. 23, 2005; 74 FR 31561, July 1, 2009]

### 53.236–2 Architect-engineer services (SF's 252 and 330).

The following forms are prescribed for use in contracting for architect-engineer and related services:

(a) *SF 252 (Rev. 10/83), Architect-Engineer Contract.* SF 252 is prescribed for use in awarding fixed-price contracts for architect-engineer services, as specified in 36.702(a). [Pending issuance of a new edition of the form, Block 8, Negotiation Authority, is deleted.]

(b) *SF 330 (1/04), Architect-Engineer Qualifications.* SF 330 is prescribed for use in obtaining information from architect-engineer firms regarding their professional qualifications, as specified in 36.702(b)(1) and (b)(2).

[48 FR 42637, Sept. 19, 1983, as amended at 50 FR 1748, Jan. 11, 1985; 50 FR 52429, Dec. 23, 1985; 57 FR 60591, Dec. 21, 1992; 68 FR 69231, Dec. 11, 2003; 74 FR 31561, July 1, 2009]

### 53.237–53.241 [Reserved]

### 53.242 Contract administration.

#### 53.242–1 Novation and change-of-name agreements (SF 30).

*SF 30, Amendment of Solicitation/Modification of Contract.* SF 30, prescribed in 53.243, shall be used in connection with novation and change of name agreements, as specified in 42.1203(h).

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 64935, Dec. 9, 1997]

**53.243 Contract modifications (SF 30).**

*SF 30 (Rev. 10/83), Amendment of Solicitation/Modification of Contract.* SF 30 is prescribed for use in amending invitation for bids, as specified in 14.208; modifying purchase and delivery orders, as specified in 13.302-3; and modifying contracts, as specified in 42.1203(h), 43.301, 49.602-5, and elsewhere in this chapter. The form may also be used to amend solicitations for negotiated contracts, as specified in 15.210(b). Pending the publication of a new edition of the form, Instruction (b), Item 3 (effective date), is revised in paragraphs (3) and (5) as follows:

(b) Item 3 (effective date).

(3) For a modification issued as a confirming notice of termination for the convenience of the Government, the effective date of the confirming notice shall be the same as the effective date of the initial notice.

(5) For a modification confirming the termination contracting officer's previous letter determination of the amount due in settlement of a contract termination for convenience, the effective date shall be the same as the effective date of the previous letter determination.

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 51266, Sept. 30, 1997; 62 FR 64929, 64936, Dec. 9, 1997]

**53.244 [Reserved]****53.245 Government property.**

The following forms are prescribed, as specified in this section, for use in reporting, reutilization, and disposal of Government property and in accounting for this property:

(a) *SF 120 (GSA), Report of Excess Personal Property, and SF 120-A (GSA), Continuation Sheet (Report of Excess Personal Property).* See 45.602-3 and 41 CFR 102-36.215.)

(b) *SF 126 (GSA), Report of Personal Property for Sale, and SF 126-A (GSA), Report of Personal Property for Sale (Continuation Sheet).* See FPMR 101-45.303 (41 CFR 101-45.303.)

(c) *SF 1423 (Rev. 5/04), Inventory Verification Survey.* See 45.602-1(b)(1) and 45.606-3.)

(d) *SF 1424 (Rev. 5/04), Inventory Disposal Report* (See 45.605). SF 1424 is authorized for local reproduction.

(e) *SF 1428 (Rev. 6/2007), Inventory Disposal Schedule, and SF 1429 (Rev. 5/04), Inventory Disposal Schedule—Continuation Sheet.* (See 45.602-1, 49.303-2, 52.245-1), and 53.249(b).) SF's 1428 and 1429 are authorized for local reproduction.

[69 FR 17750, Apr. 5, 2004, as amended at 72 FR 27394, May 15, 2007]

**53.246 [Reserved]****53.247 Transportation (U.S. Commercial Bill of Lading).**

The commercial bill of lading is the preferred document for the transportation of property, as specified in 47.101.

[71 FR 208, Jan. 3, 2006]

**53.248 [Reserved]****53.249 Termination of contracts.**

(a) The following forms are prescribed for use in connection with the termination of contracts, as specified in subpart 49.6:

(1) *SF 1034 (GAO), Public Voucher for Purchases and Services Other Than Personal.* (See 49.302(a).)

(2) *SF 1435 (Rev. 9/97), Settlement Proposal (Inventory Basis).* (See 49.602-1(a).) Standard Form 1435 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(3) *SF 1436 (Rev. 5/04), Settlement Proposal (Total Cost Basis).* (See 49.602-1(b).) Standard Form 1436 is authorized for local reproduction.

(4) *SF 1437 (Rev. 9/97), Settlement Proposal for Cost-Reimbursement Type Contracts.* (See 49.602-1(c) and 49.302.) Standard Form 1437 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

(5) *SF 1438 (Rev. 5/04), Settlement Proposal (Short Form).* (See 49.602-1(d).) Standard Form 1438 is authorized for local reproduction.

(6) *SF 1439 (Rev. 7/89), Schedule of Accounting Information.* (See 49.602-3.) Standard Form 1439 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the looseleaf edition of the FAR.

## 53.250

(7) *SF 1440 (Rev. 7/89), Application for Partial Payment.* (See 49.602-4.) Standard Form 1440 is authorized for local reproduction and a copy is furnished for this purpose in part 53 of the loose-leaf edition of the FAR.

(b) *SF 1428 (Rev. 6/2007), Inventory Disposal Schedule, and Standard Form 1429 (Rev. 5/04), Inventory Disposal Schedule—Continuation Sheet,* shall be used to support termination settlement proposals listed in paragraph (a) of this section, as specified in 49.602-2.

[48 FR 42637, Sept. 19, 1983, as amended at 55 FR 3890, Feb. 5, 1990; 62 FR 51266, Sept. 30, 1997; 62 FR 64940, Dec. 9, 1997; 69 FR 17750, Apr. 5, 2004]

[48 FR 42478, Sept. 19, 1983, as amended at 72 FR 27394, May 15, 2007]

### 53.250 [Reserved]

#### 53.251 Contractor use of Government supply sources (OF 347).

*OF 347, Order for Supplies or Services.* OF 347, prescribed in 53.213(f), may be used by contractors when requisitioning from the VA, as specified in 51.102(e)(3)(ii).

[48 FR 42637, Sept. 19, 1983, as amended at 61 FR 39199, July 26, 1996]

## Subpart 53.3—Illustrations of Forms

### 53.300 Scope of subpart.

This subpart contains illustrations of forms used in acquisitions.

## 48 CFR Ch. 1 (10-1-09 Edition)

### 53.301 Standard forms.

This section illustrates the standard forms that are specified by the FAR for use in acquisitions. The forms are illustrated in numerical order. The subsection numbers correspond with the standard form numbers (e.g., Standard Form 18 appears as 53.301-18).

#### 53.301-18—53.301-1449 Illustration of standard forms.

EDITORIAL NOTE: The forms appearing in sections 53.301-18 through 53.301-1449 follow the text of this subpart.

### 53.302 Optional forms.

This section illustrates the optional forms that are specified by the FAR for use in acquisitions. The numbering system is as indicated in 53.301.

#### 53.302-17—53.302-1419A Illustration of optional forms.

EDITORIAL NOTE: The forms appearing in sections 53.302-17 through 53.302-1419A follow the text of this subpart.

### 53.303 Agency forms.

This section illustrates agency forms that are specified by the FAR for use in acquisitions. The forms are arranged numerically by agency. The numbering system is as indicated in 53.301.

#### 53.303-254—53.303-347 Illustration of agency forms.

EDITORIAL NOTE: The forms appearing in sections 53.303-DD-254 through 53.303-WH-347 follow the text of this subpart.

Federal Acquisition Regulation

53.301-18

53.301-18 SF 18 (Rev. 6/95), Request for Quotations.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFG <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE	OF	PAGES
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT FOR NAT. DEF. UNDER DDMR REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY			6. DELIVER BY (Date)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						
NAME		TELEPHONE NUMBER		7. DELIVERY		
AREA CODE		NUMBER		<input type="checkbox"/> FOB DESTINATION		<input type="checkbox"/> OTHER (See Schedule)
8. TO			9. NAME OF CONSIGNEE			
a. NAME		b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS				c. CITY		
d. CITY		a. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE BY BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on the form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quotee.			
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
(a)	(b)	(c)	(d)	(e)	(f)	
12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER			
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE	
c. COUNTY					AREA CODE	
d. CITY			c. TITLE (Type or print)		NUMBER	
a. STATE			f. ZIP CODE			
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable			STANDARD FORM 18 (Rev. 6-95) Prescribed by GSA - FAR (48 CFR) 53.215-1(a)			

[60 FR 34763, July 3, 1995]

53.301-24 Bid Bond.

<b>BID BOND</b> <small>(See instruction on reverse)</small>	<small>DATE BOND EXECUTED (Must not be later than bid opening date)</small>	<b>OMB NO.:9000-0045</b>
--	---	--------------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

<small>PRINCIPAL (Legal name and business address)</small>	<small>TYPE OF ORGANIZATION ("X" one)</small> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <small>STATE OF INCORPORATION</small>
--	---

SURETY(IES) (Name and business address)

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		

FOR (Construction, Supplies, or Services)

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
		<small>(Seal)</small>			
NAME(S) & TITLE(S) <small>(Typed)</small>	1.	2.	3.		<small>Corporate Seal</small>
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<small>(Seal)</small>		<small>(Seal)</small>	
NAME(S) <small>(Typed)</small>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.		
					<small>Corporate Seal</small>
	NAME(S) & TITLE(S) <small>(Typed)</small>	1.	2.		

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

**STANDARD FORM 24** (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(a)

Federal Acquisition Regulation

53.301-24

	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY B</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY C</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY D</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY E</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY F</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	
<b>SURETY G</b>	SIGNATURE(S)	1.	2.	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 24 (REV. 10-98) BACK

[63 F.R. 70293, Dec. 18, 1998]

53.301-25 Performance Bond.

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045																				
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.																						
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>(“X” one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION _____																					
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.					
PENAL SUM OF BOND																						
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																			
CONTRACT DATE		CONTRACT NO.																				

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
		(Seal)		(Seal)
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT
	SIGNATURE(S)	1.	2.	\$
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
				Corporate Seal

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

<b>BOND PREMIUM</b>	<b>RATE PER THOUSAND (\$)</b>	<b>TOTAL (\$)</b>
---------------------	-------------------------------	-------------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

53.301-25-A Payment Bond.

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405		
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION	
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND	
	MILLION(S)	THOUSAND(S)    HUNDRED(S)    CENTS
	CONTRACT DATE	CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		
		(Seal)	(Seal)	
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 25A (REV. 10-98)  
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.



CORPORATE SURETY(IES) (Continued)					
SURETY P	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY Q	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY R	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY S	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY T	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY U	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY V	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY W	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY X	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY Y	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.	\$	
	Name(s) & Title(s) (Typed)	1.	2.		

STANDARD FORM 25-B BACK (REV. 10-83)

53.301-26

48 CFR Ch. 1 (10-1-09 Edition)

53.301-26 Award/Contract.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES		
2. CONTRACT (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY		CODE	6. ADMINISTERED BY (if other than Item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE		FACILITY CODE		ITEM			
11. SHIP TO/MARK FOR		CODE	12. PAYMENT WILL BE MADE BY		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT					\$		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable				STANDARD FORM 26 (REV. 4/2008) Prescribed by GSA - FAR (48 CFR) 53.214(a)			

[73 FR 21785, Apr. 22, 2008]

Federal Acquisition Regulation

53.301-28

53.301-28 Affidavit of Individual Surety.

<b>AFFIDAVIT OF INDIVIDUAL SURETY</b> <i>(See instructions on reverse)</i>	OMB No.: 9000-0001
---	--------------------

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) <i>(Number, Street, City, State, ZIP Code)</i>	6. TELEPHONE NUMBER HOME - BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

- (a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

- (b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

**DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.**

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
<b>12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:</b>	
a. DATE OATH ADMINISTERED MONTH      DAY      YEAR	b. CITY AND STATE (Or other jurisdiction)
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH <i>(Type or print)</i>	d. SIGNATURE
e. MY COMMISSION EXPIRES	

Official Seal

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable

**STANDARD FORM 28** (REV. 6/2003)  
Prescribed by GSA-FAR (48 CFR) 53.228(e)

## INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

53.301-30 Standard Form 30, Amendment of Solicitation/Modification of Contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
_____ (Signature of person authorized to sign)		BY	_____ (Signature of Contracting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) **Item 1 (Contract ID Code).** Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) **Item 3 (Effective date).**
  - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) **Item 6 (Issued By).** Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) **Item 8 (Name and Address of Contractor).** For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) **Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated).** Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) **Item 12 (Accounting and Appropriation Data).** When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification .....  
 Net increase \$ .....

(2) Accounting classification .....  
 Net decrease \$ .....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) **Item 13.** Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) **Item 14 (Description of Amendment/Modification).**
  - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
    - (i) Total contract price increased by \$ .....
    - (ii) Total contract price decreased by \$ .....
    - (iii) Total contract price unchanged.
  - (3) State reason for modification.
  - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
  - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —
    - (i) A reference to the letter determination; and
    - (ii) A statement of the net amount determined to be due in settlement of the contract.
  - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) **Item 16B.** The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Federal Acquisition Regulation

53.301-33

53.301-33 Solicitation, Offer and Award.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES		
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION: <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFPI)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. (Hour) (Date)							
10. FOR INFORMATION CALL:		A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
(Signature of Contracting Officer)							

[62 FR 64941, Dec. 9, 1997]

53.301-34 Annual Bid Bond.

<b>ANNUAL BID BOND</b> (See instructions on reverse)	DATE BOND EXECUTED	FORM APPROVED OMB NO.  <b>9000-0045</b>
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.</small>		
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION _____	
SURETY(IES) (Name, business address, and State of incorporation)		
AGENCY TO WHICH BIDS ARE TO BE SUBMITTED		BIDS TO BE SUBMITTED DURING FISCAL YEAR ENDING  <b>September 30, 19</b> _____
OBLIGATION: We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the penal sum or sums that is sufficient to indemnify the Government in case of the default of the Principal as provided herein. For payment of the penal sum or sums, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.		
CONDITIONS: The Principal contemplates submitting bids from time to time during the fiscal year shown above to the department or agency named above for furnishing supplies or services to the Government. The Principal desires that all of those bids submitted for opening during the fiscal year be covered by a single bond instead of by a separate bid bond for each bid.		
THEREFORE: The above obligation is void and of no effect if the Principal - (a) upon acceptance by the Government of any such bid within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of forms by him; or (b) in the event of failure to execute the further contractual documents and give the bond(s), pays the Government for any cost of acquiring the work which exceeds the amount of the bid.		
WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.		
SIGNATURES	NAMES AND TITLES (Typed)	
<b>PRINCIPAL</b>		
1.	1.	Corporate Seal
(Seal)	2.	
2.	3.	
(Seal)	3.	
<b>INDIVIDUAL SURETIES</b>		
1.	1.	
(Seal)	2.	
2.	2.	
(Seal)	3.	
<b>CORPORATE SURETY</b>		
1.	1.	Corporate Seal
2.	2.	

INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 24 (Bid Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 34 (REV. 1-90)BACK

[55 FR 25543, June 21, 1990]

53.301-35 Annual Performance Bond.

<b>ANNUAL PERFORMANCE BOND</b> <small>(See instructions on reverse)</small>	DATE BOND EXECUTED	FORM APPROVED OMB NO. <b>9000-0045</b>								
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.</small>										
<small>PRINCIPAL (Legal name and business address)</small>	<small>TYPE OF ORGANIZATION ("X" one)</small> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <small>STATE OF INCORPORATION</small>									
<small>SURETY(IES) (Name, business address, and State of Incorporation)</small>	<small>PENAL SUM OF BOND</small> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"><small>MILLIONS</small></td> <td style="width:25%;"><small>THOUSANDS</small></td> <td style="width:25%;"><small>HUNDREDS</small></td> <td style="width:25%;"><small>CENTS</small></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <small>FISCAL YEAR ENDING</small> <p style="text-align:center;"><b>September 30, 19</b> _____</p>		<small>MILLIONS</small>	<small>THOUSANDS</small>	<small>HUNDREDS</small>	<small>CENTS</small>				
<small>MILLIONS</small>	<small>THOUSANDS</small>	<small>HUNDREDS</small>	<small>CENTS</small>							
<small>AGENCY REPRESENTING THE GOVERNMENT</small>										

**OBLIGATION:**  
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**CONDITIONS:**  
The Principal contemplates entering into contracts, from time to time during the fiscal year shown above, with the Government department or agency shown above, for furnishing supplies or services to the government. The Principal desires that all of those contracts be covered by one bond instead of by a separate performance bond for each contract.

**THEREFORE:**  
The above obligation is void if the Principal - (a) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all of those contracts entered into during the original term and any extensions granted by the Government with or without notice to the surety(ies) and during the life of any guaranty required under the contracts; and (b) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of those contracts, that subsequently are made. Notice of those modifications to the surety(ies) is waived.

**WITNESS:**  
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

SIGNATURES	NAMES AND TITLES (Typed)
<b>PRINCIPAL</b>	
1. _____ <small>(Seal)</small>	1. _____
2. _____ <small>(Seal)</small>	2. _____
3. _____ <small>(Seal)</small>	3. _____
<b>INDIVIDUAL SURETIES</b>	
1. _____ <small>(Seal)</small>	1. _____
2. _____ <small>(Seal)</small>	2. _____
<b>CORPORATE SURETY</b>	
1. _____	1. _____
2. _____	2. _____

INSTRUCTIONS

1. This form is authorized for use in the acquisition of supplies and services, excluding construction, in lieu of Standard Form 25 (Performance Bond). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 35 (REV. 1-90)BACK

[55 FR 25545, June 21, 1990]

53.301-44

48 CFR Ch. 1 (10-1-09 Edition)

53.301-44 Standard Form 44, Purchase Order—Invoice—Voucher.

U.S. GOVERNMENT

**PURCHASE ORDER—INVOICE—VOUCHER**

Anyone who finds this booklet, please notify:

OFFICE:

TELEPHONE NUMBER:

NSN 7540-01-152-8068  
PREVIOUS EDITION USABLE  
44-108

STANDARD FORM 44 (Rev. 10-83)  
PRESCRIBED BY GSA,  
FAR (48 CFR) 53.213(c)







53.301-120

48 CFR Ch. 1 (10-1-09 Edition)

53.301-120 Standard Form 120, Report of Excess Personal Property.

PAGE 1 OF _____						
STANDARD FORM 120 REV. APRIL 1957 GEN. SERV. ADMIN. FPMR (41 CFR) 101-43.311	<b>REPORT OF EXCESS PERSONAL PROPERTY</b>					
1. REPORT NO.	2. DATE MAILED					
3. TOTAL COST \$						
4. TYPE OF REPORT <small>(Check one only of "a," "b," "c," or "d")</small>	a. ORIGINAL b. CORRECTED	c. PARTIAL W/D d. TOTAL W/D	(Also check "e" and/or "f" if appropriate)	e. OVERSEAS f. CONTRACTORS INV		
5. TO (Name and Address of Agency to which report is made) THRU			6. APPROP. OR FUND TO BE REIMBURSED (if any)			
7. FROM (Name and Address of Reporting Agency)			8. REPORT APPROVED BY (Name and Title)			
9. FOR FURTHER INFORMATION CONTACT (Title, Address and Telephone No.)			10. AGENCY APPROVAL (if applicable)			
11. SEND PURCHASE ORDERS OR DISPOSAL INSTRUCTIONS TO (Title, Address and Telephone No.)			12. GSA CONTROL NO.			
13. FSC GROUP NO.	14. LOCATION OF PROPERTY (If location is to be abandoned give date)	15. REIM/REQD YES NO	16. AGENCY CONTROL NO.	17. SURPLUS RELEASE DATE		
18. EXCESS PROPERTY LIST						
ITEM NO. (a)	DESCRIPTION (b)	COND. (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST PER UNIT (f) TOTAL (g)	FAIR VALUE % (h)
STANDARD FORM 120 REV. (Use Standard Form 120A for Continuation Sheets) APRIL 1957 EDITION NSN 7540-00-634-4074					120-105 PREVIOUS EDITION USABLE	



53.301-126

48 CFR Ch. 1 (10-1-09 Edition)

53.301-126 Standard Form 126, Report of Personal Property for Sale.

REPORT OF PERSONAL PROPERTY FOR SALE							PAGE 1	OF
1. FROM (NAME, ADDRESS AND ZIP CODE OF OWNING AGENCY)				2. REPORT NO.	3. DATE			
6. PUBLIC MAY INSPECT PROPERTY BY CONTACTING (NAME, ADDRESS, ZIP CODE AND TELEPHONE NO.)				4. FSC GROUP	5. TOTAL ACQUISITION COST			
8. <b>TO</b>  ●  ●  General Services Administration				9. LOAD-ING BY GOV'T		a. ACTIVITY WILL LOAD FOR PURCHASER <input type="checkbox"/> (1) YES <input type="checkbox"/> (2) NO		
				b. EXTENT (IF CHECKED "YES")				
12. SEND EXECUTED SALES DOCUMENTS TO (NAME, ADDRESS AND ZIP CODE)				10. PROPERTY IS EXCHANGE/SALE <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO		11. PROPERTY IS REIMBURSABLE <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO		
15. UTILIZATION AND DONATION SCREENING REQUIREMENTS COMPLETED. PROPERTY IS AVAILABLE FOR SALE				BY (SIGNATURE AND TITLE)				
16. <b>PROPERTY LIST (USE CONTINUATION SHEET, IF NECESSARY)</b>								
ITEM NO. (a)	ITEM NO. ASSIGNED BY GSA (b)	COMMERCIAL DESCRIPTION AND CONDITION (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST			
					PER UNIT (f)	TOTAL (g)		
17. RECEIPT OF PROPERTY AT GSA SALES SITE OR CENTER ACKNOWLEDGED				18. RECEIPT OF REPORT IS HEREBY ACKNOWLEDGED				
SIGNATURE AND TITLE			DATE	SIGNATURE AND TITLE			DATE	
<b>FOR GSA INTERNAL USE ONLY</b>								
19. SALE NO.		20. TYPE OF SALE		21. INSPECTION DATES		22. BID OPENING DATE AND TIME		
126-103				STANDARD FORM 126 (REV. 7-78) Prescribed by GSA, FPMR (41 CFR) 101-45.303				

53.301-126-A Standard Form 126-A, Report of Personal Property for Sale (Continuation Sheet).

Standard Form 126-A February 1965 Prescribed by General Services Administration FPMR (41 CFR) 101-45.303		<b>REPORT OF PERSONAL PROPERTY FOR SALE                  (CONTINUATION SHEET)</b>			PAGE ..... OF ..... PAGES	
FROM (Name and address of owning agency. Please include ZIP Code)				FSC GROUP	REPORT NO.	
PROPERTY LIST						
ITEM NO. (a)	ITEM NO. ASSIGNED BY GSA (b)	COMMERCIAL DESCRIPTION AND CONDITION (c)	UNIT (d)	NUMBER OF UNITS (e)	ACQUISITION COST	
					PER UNIT (f)	TOTAL (g)

126-201

53.301-252

48 CFR Ch. 1 (10-1-09 Edition)

53.301-252 Standard Form 252, Architect-Engineer Contract.

<b>ARCHITECT-ENGINEER CONTRACT</b>	1. CONTRACT NO.
	2. DATE OF CONTRACT
3A. NAME OF ARCHITECT-ENGINEER	3B. TELEPHONE NO. (Include Area Code)
3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)	
4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)	
5. PROJECT TITLE AND LOCATION	
6. CONTRACT FOR (General description of services to be provided)	
7. CONTRACT AMOUNT (Express in words and figures)	
8. NEGOTIATION AUTHORITY	
9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA	

NSN 7540-01-152-8072  
PREVIOUS EDITION NOT USABLE

252-102

STANDARD FORM 252 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.236-2(a)

**Federal Acquisition Regulation**

**53.301-252**

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

	SIGNATURES	NAMES AND TITLES <i>(Typed)</i>
	<b>11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR</b>	
A		
B		
C		
D		
	<b>12. THE UNITED STATES OF AMERICA</b>	
		Contracting Officer

STANDARD FORM 252 BACK (REV. 10-83)

53.301-273 Reinsurance Agreement for a Miller Act Performance Bond.

<b>REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND</b> (See instructions on reverse)		OMB No.: 9000-0045	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>			
1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY		2A. AMOUNT OF THIS REINSURANCE (\$)	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION (If Corporate Principal)	

AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and countersecured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance," or, in the case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by offices possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code. (Over)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 273 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(h)

5. DIRECT WRITING COMPANY		
5A(1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
5B(1) NAME AND TITLE <i>(Typed)</i>	(2) NAME AND TITLE <i>(Typed)</i>	
6. REINSURING COMPANY		
6A(1) SIGNATURE	(2) ATTEST: SIGNATURE	Corporate Seal
6B(1) NAME AND TITLE <i>(Typed)</i>	(2) NAME AND TITLE <i>(Typed)</i>	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-274 Reinsurance Agreement for a Miller Act Payment Bond.

<b>REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND</b> <i>(See instruction on reverse)</i>		OMB No.: 9000-0045	
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.			
1. DIRECT WRITING COMPANY*		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
		1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
		2C. STATE OF INCORPORATION	
3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE	3C. CONTRACT NO.	4B. DATE OF BOND	4C. BOND NO.
3D. DESCRIPTION OF CONTRACT		4D. PRINCIPAL*	
3E. CONTRACTING AGENCY		4E. STATE OF INCORPORATION <i>(If Corporate Principal)</i>	

AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished or supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "Amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 274 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(i)

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges given in this paragraph to persons are in addition to or supplemental to or in accordance with other rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY		
5A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
5B.(1) NAME AND TITLE ( <i>Typed</i> )	(2) NAME AND TITLE ( <i>Typed</i> )	
6. REINSURING COMPANY		
6A.(1) SIGNATURE	(2) ATTEST SIGNATURE	<i>Corporate Seal</i>
6B.(1) NAME AND TITLE ( <i>Typed</i> )	(2) NAME AND TITLE ( <i>Typed</i> )	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-275 Reinsurance Agreement in Favor of the United States.

<b>REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES</b> <i>(See instructions on reverse)</i>		OMB No.: 9000-0045
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.		
1. DIRECT WRITING COMPANY*	1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT	
	1B. STATE OF INCORPORATION	
2. REINSURING COMPANY*	2A. AMOUNT OF THIS REINSURANCE (\$)	
	2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT	
	2C. STATE OF INCORPORATION	
<b>3. DESCRIPTION OF BOND</b>		
3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)	3B. PENAL SUM OF BOND \$	
	3C. DATE OF BOND	3D. BOND NO.
	3E. PRINCIPAL*	
	3F. STATE OF INCORPORATION (If Corporate Principal)	

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

**TERMS AND CONDITIONS:**

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

**THEREFORE:**

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

**WITNESS**

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

\*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

4. DIRECT WRITING COMPANY		
4A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	<i>Corporate Seal</i>
4B.(1). NAME AND TITLE <i>(Typed)</i>	4B.(2). NAME AND TITLE <i>(Typed)</i>	
5. REINSURING COMPANY		
5A.(1). SIGNATURE	(2). ATTEST: SIGNATURE	<i>Corporate Seal</i>
5B.(1). NAME AND TITLE <i>(Typed)</i>	5B.(2). NAME AND TITLE <i>(Typed)</i>	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

**Execute and file this form as follows:**

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

53.301-298

48 CFR Ch. 1 (10-1-09 Edition)

53.301-298 Standard Form 298, Report Documentation Page.

REPORT DOCUMENTATION PAGE			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</small>				
1. AGENCY USE ONLY (Leave blank)	2. REPORT DATE	3. REPORT TYPE AND DATES COVERED		
4. TITLE AND SUBTITLE			5. FUNDING NUMBERS	
6. AUTHOR(S)				
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)			8. PERFORMING ORGANIZATION REPORT NUMBER	
9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)			10. SPONSORING / MONITORING AGENCY REPORT NUMBER	
11. SUPPLEMENTARY NOTES				
12a. DISTRIBUTION / AVAILABILITY STATEMENT			12b. DISTRIBUTION CODE	
13. ABSTRACT (Maximum 200 words)				
14. SUBJECT TERMS			15. NUMBER OF PAGES	
			16. PRICE CODE	
17. SECURITY CLASSIFICATION OF REPORT	18. SECURITY CLASSIFICATION OF THIS PAGE	19. SECURITY CLASSIFICATION OF ABSTRACT	20. LIMITATION OF ABSTRACT	

NSN 7540-01-280-5500

Standard Form 298 (Rev. 2-89)  
Prescribed by ANSI Std. Z39-18  
298-102

<b>GENERAL INSTRUCTIONS FOR COMPLETING SF 298</b>							
<p>The Report Documentation Page (RDP) is used in announcing and cataloging reports. It is important that this information be consistent with the rest of the report, particularly the cover and title page. Instructions for filling in each block of the form follow. It is important to <i>stay within the lines</i> to meet <i>optical scanning requirements</i>.</p>							
<p><b>Block 1. Agency Use Only (Leave blank).</b></p> <p><b>Block 2. Report Date.</b> Full publication date including day, month, and year, if available (e.g. 1 Jan 88). Must cite at least the year.</p> <p><b>Block 3. Type of Report and Dates Covered.</b> State whether report is interim, final, etc. If applicable, enter inclusive report dates (e.g. 10 Jun 87 - 30 Jun 88).</p> <p><b>Block 4. Title and Subtitle.</b> A title is taken from the part of the report that provides the most meaningful and complete information. When a report is prepared in more than one volume, repeat the primary title, add volume number, and include subtitle for the specific volume. On classified documents enter the title classification in parentheses.</p> <p><b>Block 5. Funding Numbers.</b> To include contract and grant numbers; may include program element number(s), project number(s), task number(s), and work unit number(s). Use the following labels:</p> <table style="margin-left: 20px;"> <tr> <td>C - Contract</td> <td>PR - Project</td> </tr> <tr> <td>G - Grant</td> <td>TA - Task</td> </tr> <tr> <td>PE - Program Element</td> <td>WU - Work Unit Accession No.</td> </tr> </table> <p><b>Block 6. Author(s).</b> Name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. If editor or compiler, this should follow the name(s).</p> <p><b>Block 7. Performing Organization Name(s) and Address(es).</b> Self-explanatory.</p> <p><b>Block 8. Performing Organization Report Number.</b> Enter the unique alphanumeric report number(s) assigned by the organization performing the report.</p> <p><b>Block 9. Sponsoring/Monitoring Agency Name(s) and Address(es).</b> Self-explanatory.</p> <p><b>Block 10. Sponsoring/Monitoring Agency Report Number. (if known)</b></p> <p><b>Block 11. Supplementary Notes.</b> Enter information not included elsewhere such as: Prepared in cooperation with...; Trans. of...; To be published in.... When a report is revised, include a statement whether the new report supersedes or supplements the older report.</p>	C - Contract	PR - Project	G - Grant	TA - Task	PE - Program Element	WU - Work Unit Accession No.	<p><b>Block 12a. Distribution/Availability Statement.</b> Denotes public availability or limitations. Cite any availability to the public. Enter additional limitations or special markings in all capitals (e.g. NOFORN, REL, ITAR).</p> <p><b>DOD</b> - See DoDD 5230.24, "Distribution Statements on Technical Documents."  <b>DOE</b> - See authorities.  <b>NASA</b> - See Handbook NHB 2200.2.  <b>NTIS</b> - Leave blank.</p> <p><b>Block 12b. Distribution Code.</b></p> <p><b>DOD</b> - Leave blank.  <b>DOE</b> - Enter DOE distribution categories from the Standard Distribution for Unclassified Scientific and Technical Reports.  <b>NASA</b> - Leave blank.  <b>NTIS</b> - Leave blank.</p> <p><b>Block 13. Abstract.</b> Include a brief (<i>Maximum 200 words</i>) factual summary of the most significant information contained in the report.</p> <p><b>Block 14. Subject Terms.</b> Keywords or phrases identifying major subjects in the report.</p> <p><b>Block 15. Number of Pages.</b> Enter the total number of pages.</p> <p><b>Block 16. Price Code.</b> Enter appropriate price code (<i>NTIS only</i>).</p> <p><b>Blocks 17. - 19. Security Classifications.</b> Self-explanatory. Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., UNCLASSIFIED). If form contains classified information, stamp classification on the top and bottom of the page.</p> <p><b>Block 20. Limitation of Abstract.</b> This block must be completed to assign a limitation to the abstract. Enter either UL (unlimited) or SAR (same as report). An entry in this block is necessary if the abstract is to be limited. If blank, the abstract is assumed to be unlimited.</p>
C - Contract	PR - Project						
G - Grant	TA - Task						
PE - Program Element	WU - Work Unit Accession No.						

Standard Form 298 Back (Rev. 2-89)

53.301-308 Standard Form 308, Request for Determination and Response to Request.



**53.301-308 Standard Form 308, Request for Determination and Response to Request.**

Request For Wage Determination And Response To Request  
(Obey Bacon Act as Amended and Related Statutes)

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

<p><b>FOR DEPARTMENT OF LABOR USE</b></p> <p>Response To Request</p> <p><input type="checkbox"/> Use area determination issued for this area</p>		<p>Mail Your Request To:</p> <p><b>U.S. Department of Labor</b> Employment Standards Administration Wage and Hour Division Branch of Construction Contract Wage Determinations Washington, D.C. 20210</p>		<p><b>CHECK OR LIST CRAFTS NEEDED</b> (Attach continuation sheet if needed)</p> <p><input type="checkbox"/> Abateco workers <input type="checkbox"/> Boilermakers <input type="checkbox"/> Bricklayers <input type="checkbox"/> Carpenters <input type="checkbox"/> Cement masons <input type="checkbox"/> Electricians <input type="checkbox"/> Glaziers <input type="checkbox"/> Ironworkers <input type="checkbox"/> Laborers (Specify classes)  <input type="checkbox"/> Lathers <input type="checkbox"/> Marble &amp; tile setters, terrazzo workers <input type="checkbox"/> Painters <input type="checkbox"/> Pipefitters <input type="checkbox"/> Plasterers <input type="checkbox"/> Plumbers <input type="checkbox"/> Roofers <input type="checkbox"/> Sheet metal workers <input type="checkbox"/> Soft floor layers <input type="checkbox"/> Steamfitters <input type="checkbox"/> Welders—rate for craft <input type="checkbox"/> Truck drivers <input type="checkbox"/> Power equipment operators (Specify types)  <input type="checkbox"/> Other Crafts</p>	
<p>Department, Agency, or Bureau</p> <p>Phone Number</p>		<p>Date of Request</p> <p>Estimated Advertising Date</p> <p>Estimated Bid Opening Date</p>		<p>Type of Work</p> <p><input type="checkbox"/> Big <input type="checkbox"/> Highway <input type="checkbox"/> Resid <input type="checkbox"/> Heavy</p>	
<p>Prior Decision Number (If any)</p> <p>Estimated \$ Value of Contract</p> <p><input type="checkbox"/> Under 1/2 Mil <input type="checkbox"/> 1 to 5 Mil <input type="checkbox"/> 1/2 to 1 Mil <input type="checkbox"/> Over 5 Mil</p>		<p>Address to which wage determination should be mailed (Print or type)</p>			
<p>Decision Number</p>		<p>Location of Project (City, County, State, Zip Code)</p>			
<p>Date of Decision</p>		<p>Description of Work (Be specific) (Print or type)</p>			
<p>Expires</p>					
<p>Supercedes Decision Number</p>					
<p>Approved</p>					

308-104  
NSN 7540-00-105-0078  
BILLING CODE 6850-34-M

53.301-330 Architect-Engineer Qualifications.

<b>ARCHITECT-ENGINEER QUALIFICATIONS</b>	OMB No.: 9000-0157 Expires: 12/31/2003
--	---

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

**PURPOSE**

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

**GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

**INDIVIDUAL AGENCY INSTRUCTIONS**

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

**DEFINITIONS**

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

**SPECIFIC INSTRUCTIONS**

**Part I - Contract-Specific Qualifications**

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

**Section C. Proposed Team.**

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

**Section D. Organizational Chart of Proposed Team.**

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

**Section E. Resumes of Key Personnel Proposed for This Contract.**

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

**Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.**

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contract Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

**Part II - General Qualifications**

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

## List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

## List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalination ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

## List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P10	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P11	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P12	Postal Facilities
I04	Intelligent Transportation Systems	P13	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P14	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P07	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P08	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P09	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

---

List of Experience Categories (Profile Codes)

---

<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

**ARCHITECT - ENGINEER QUALIFICATIONS**

**PART I - CONTRACT-SPECIFIC QUALIFICATIONS**

**A. CONTRACT INFORMATION**

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

**B. ARCHITECT-ENGINEER POINT OF CONTACT**

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

**C. PROPOSED TEAM**

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME CONTRACTOR	PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**

*(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each key person.)</i>			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

**Federal Acquisition Regulation**

**53.301-330**

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.		
b.		
c.		
d.		
e.		
f.		

STANDARD FORM 330 (1/2004) PAGE 3



---

**H. ADDITIONAL INFORMATION**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

---

**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



Federal Acquisition Regulation

53.301-1034

53.301-1034 Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal.

Standard Form 1034 Revised January 1980 Department of the Treasury 1 FPMR 4-2000 1024-118		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO.		
		CONTRACT NUMBER AND DATE		PAID BY		
PAYEE'S NAME AND ADDRESS		REQUISITION NUMBER AND DATE				DATE INVOICE RECEIVED
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				GOVERNMENT B/L NUMBER		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT
(Use continuation sheet(s) if necessary) <b>(Payee must NOT use the space below)</b> <b>TOTAL</b>						
PAYMENT:		APPROVED FOR = \$	EXCHANGE RATE = \$1.00	DIFFERENCES		
<input type="checkbox"/> PROVISIONAL		BY <sup>2</sup>				
<input type="checkbox"/> COMPLETE		TITLE		Amount verified; correct for		
<input type="checkbox"/> PARTIAL				<i>(Signature or initials)</i>		
<input type="checkbox"/> FINAL						
<input type="checkbox"/> PROGRESS						
<input type="checkbox"/> ADVANCE						
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) <sup>2</sup>		(Title)		
ACCOUNTING CLASSIFICATION						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE <sup>3</sup>		
\$						
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER
						TITLE

Previous edition usable

NSN 7540-00-634-4206

**PRIVACY ACT STATEMENT**  
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

53.301-1034A

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1034A Standard Form 1034A, Public Voucher for Purchases and Services Other Than Personal—Memorandum Copy.

Standard Form 1034 A Revised January 1980 Department of the Treasury IFORM 4-2000		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.				
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED		SCHEDULE NO.					
			CONTRACT NUMBER AND DATE		<b>PAID BY</b>					
			REQUISITION NUMBER AND DATE							
<b>PAYEE'S NAME AND ADDRESS</b>			DATE INVOICE RECEIVED			DISCOUNT TERMS				
			PAYEE'S ACCOUNT NUMBER			GOVERNMENT B/L NUMBER				
			SHIPPED FROM			TO		WEIGHT		
			NUMBER AND DATE OF ORDER			DATE OF DELIVERY OR SERVICE		ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>		QUAN- TITY
(Use continuation sheet(s) if necessary)			<b>(Payee must NOT use the space below)</b>				<b>TOTAL</b>			
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE							DIFFERENCES			
							Amount verified; correct for <i>(Signature or initials)</i>			
<b>MEMORANDUM</b>										
ACCOUNTING CLASSIFICATION										
<b>PAID BY</b>	CHECK NUMBER			ON ACCOUNT OF U.S. TREASURY			CHECK NUMBER		ON <i>(Name of bank)</i>	
	CASH			DATE						
\$										

1034-213

NSN: 7540-00-634-4207

**PRIVACY ACT STATEMENT**  
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

53.301-1035 Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal, Continuation Sheet.

Standard Form 1035 September 1973 4 Treasury FRM 2000 1035-110		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.
		<i>CONTINUATION SHEET</i>				SCHEDULE NO.
						SHEET NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN-TITY	UNIT PRICE		AMOUNT
				COST	PER	

53.301-1035A

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1035A Standard Form 1035A, Public Voucher for Purchases and Services Other Than Personal—Memorandum, Continuation Sheet.

Standard Form No. 1035-A September 1973 4 Treasury FRM 2000 1035-209-01		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b> <b>MEMORANDUM</b> <b>CONTINUATION SHEET</b>				VOUCHER NO.
						SCHEDULE NO.
						SHEET NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	

Federal Acquisition Regulation

53.301-1093

53.301-1093 Standard Form 1093, Schedule of Withholdings Under the Davis-Bacon Act and/or the Contract Work Hours and Safety Standards Act.

SCHEDULE OF WITHHOLDINGS UNDER THE DAVIS-BACON ACT (40 U.S.C. 276a)
AND/OR
THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

TO THE CLAIMS DIVISION
U.S. GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

Contractor or subcontractor charged
with violations .....

Prime contractor .....

Contract No. .... (Date)

Report concerning irregularities transmitted to—
..... (Date)

Deducted from amounts otherwise due the contractor, for deposit to the account "05X6022," covering wages due the employees whose names, social security numbers, and current addresses are listed on the attached schedule, are withholdings pursuant to the following laws:

Davis-Bacon Act ..... \$ .....
Contract Work Hours and Safety Standards Act ..... \$ .....
Total ..... \$ .....

Forwarded herewith is check No. .... dated .....
for \$ .....

(Disbursing officer or other administrative official)

Standard Form 1093
October 1971
4 GAO 46
1093-105

53.301-1094

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1094 SF 1094, U.S. Tax Exemption Certificates.

Book No.

UNITED STATES TAX EXEMPTION FORMS  
NSN 7540-01-152-8080  
PREVIOUS EDITION NOT USABLE

***These Are Accountable Forms***

<b>U.S. TAX EXEMPTION FORM</b>		Read the instructions on the reverse side.		DEPARTMENT, AGENCY, OR OFFICE		SERIAL NO.	
ITEM PURCHASED FOR EXCLUSIVE USE OF THE U.S. GOVERNMENT <i>(Describe)</i>							
VENDOR FROM WHICH PURCHASED		NAME		AMOUNT OF TAX EXCLUDED (\$)		UNIT PRICE (\$)	
ADDRESS (No., Street, City, State, and ZIP Code)		ADDRESS (No., Street, City, State, and ZIP Code)		STATE		LOCAL	
The information on this form is true and correct to the best of my knowledge and belief.		A tax exemption form has not previously been issued and the described item(s) has (have) been delivered and invoiced pursuant to.		P.O. OR CONTRACT NO.		FOR ADMINISTRATIVE OFFICE	
PURCHASER'S SIGNATURE, OFFICE TITLE, AND ADDRESS		DATE		DATES		D.O. SYMBOL NO.	
SIGNATURE AND TITLE OF VENDOR'S REPRESENTATIVE		DATE		VOUCHER NO.		DATE:	

**STANDARD FORM 1094** (REV. 12-96)  
 Prescribed by GSA-FAR (48 CFR) 53.229

## INSTRUCTIONS

1. This form will be used to establish the Government's exemption or immunity from State or Local taxes whenever no other evidence is available.
2. This form shall NOT be used for:
  - (a) Purchases of quarters or subsistence made by employees in travel status.
  - (b) Expenses incident to use of a privately owned motor vehicle for which a mileage allowance has been authorized, or
  - (c) Merchandise purchased which is subject only to Federal Tax.
3. If the spaces provided on the face of this form are inadequate, attach a separate statement containing the required information.
4. If both State and local taxes are involved, use a separate form for each tax. The form will be provided to the vendor when the prices exclude State or local tax.
5. The serial number of each form prepared will be shown on the payment voucher.

**THE FRAUDULENT USE OF THIS FORM FOR THE PURPOSE OF OBTAINING EXCEPTION FROM OR ADJUSTMENT OF TAXES IS PROHIBITED.**

**STANDARD FORM 1094 (REV. 12-96) BACK**

In case this book of United States Tax Exemption Forms is  
lost, finder will please put band or string around cover and  
mail to:

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
GENERAL PRODUCTS COMMODITY CENTER  
ATTN: 7FXM  
819 TAYLOR STREET  
FORT WORTH TX 76102

53.301-1094A SF 1094A, Tax Exemption Certificates Accountability Record.

TAX EXEMPTION FORMS ACCOUNTABILITY RECORD		To be used for convenience of the issuing agency for maintaining a control record of tax exemption forms issued.			
TAX EXEMPTION FORMS IN THIS BOOK NUMBERED	FROM	THROUGH	TAX EXEMPTION FORMS RETURNED UNUSED FOR REISSUE	FROM	THROUGH
	▲		▲		
ISSUED TO			REISSUED TO		
NAME					
TITLE					
OFFICE DESIGNATION					
ISSUING OFFICER		DATE ISSUED		DATE ISSUED	
SIGNATURE		SIGNATURE		SIGNATURE	
TITLE AND OFFICE DESIGNATION		TITLE AND OFFICE DESIGNATION		TITLE AND OFFICE DESIGNATION	

**STANDARD FORM 1094A** (REV. 12-96)  
Prescribed by GSA-FAR (48 CFR) 53.229

FORM NO.	DATE	Vendor Name and Address	Mark "X" in appropriate column to indicate type of tax	ITEM PURCHASED	TAX EXCLUDED (Amount \$)	STATE	LOCAL	TRANSACTION REFERENCE
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:
								Voucher No.: Voucher Date: PO/Cont. No.:

**STANDARD FORM 1094A (REV. 12-96) BACK**  
 Prescribed by GSA-FAR (48 CFR) 53.229

53.301-1165 Standard Form 1165, Receipt for Cash-Subvoucher.

Standard Form 1165  
7 GAO 5100  
1165-105

**RECEIPT FOR CASH—SUBVOUCHER**  
(To be used when invoice is not available)

Subvoucher No. \_\_\_\_\_  
DATE \_\_\_\_\_

Received in cash from \_\_\_\_\_ and \_\_\_\_\_ (\$ \_\_\_\_\_) for the following:

QUANTITY	ARTICLES OR SERVICES	AMOUNT

Vendor \_\_\_\_\_  
Address \_\_\_\_\_

By \_\_\_\_\_ (Signature of Vendor/Agent)  
Title \_\_\_\_\_  
**(DO NOT SIGN IN DUPLICATE)**

PURPOSE (Project, etc.) \_\_\_\_\_  
APPROPRIATION AND ACCOUNTING CLASSIFICATION \_\_\_\_\_

**INTERIM RECEIPT FOR CASH**

DATE \_\_\_\_\_  
Received of Imprest Fund Cashier  
\$ \_\_\_\_\_ for which I hold  
myself accountable to the United  
States.

\_\_\_\_\_  
(Signature)

**NOTE TO SIGNER**  
Be sure this receipt is marked "VOID"  
and returned to you when the transaction is  
completed or the funds returned to the Cashier.

53.301-1402 Standard Form 1402, Certificate of Appointment.

# Certificate of Appointment

Under authority vested in the undersigned and in conformance with Subpart 1.6 of the Federal Acquisition Regulation

is appointed

## Contracting Officer

for the

## United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

Unless sooner terminated, this appointment is effective as long as the appointee is assigned to:

\_\_\_\_\_ (Organization)

\_\_\_\_\_ (Agency/Department)

\_\_\_\_\_ (Signature and Title)

\_\_\_\_\_ (Date) \_\_\_\_\_ (NG)

STANDARD FORM 1402 (10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.201-1

NSN7540-01-152-5812  
1402-101

53.301-1403

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1403 Preaward Survey of Prospective Contractor (General).

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR</b> (GENERAL)		1. SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>					
Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405, and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.								
<b>SECTION I - REQUEST</b> (For Completion by Contracting Office)								
2. NAME AND ADDRESS OF SURVEYING ACTIVITY		3. SOLICITATION NO.	4. TOTAL OFFERED PRICE \$					
5A. NAME AND ADDRESS OF SECONDARY SURVEY ACTIVITY (For surveying activity use)		5. TYPE OF CONTRACT						
6B. TELEPHONE NO. (include AUTOVON, WATS or FTS, if available)		7A. NAME AND ADDRESS PROSPECTIVE CONTRACTOR	7B. FIRM'S CONTACT					
8. WILL CONTRACTING OFFICE PARTICIPATE IN SURVEY? <input type="checkbox"/> YES <input type="checkbox"/> NO		7C. TELEPHONE NO. (with area code)						
9. DATE OF THIS REQUEST		10. DATE REPORT REQUIRED						
11. PROSPECTIVE CONTRACTOR REPRESENTS THAT IT <input type="checkbox"/> IS, <input type="checkbox"/> IS NOT A SMALL BUSINESS CONCERN.		13. NAME AND ADDRESS OF PARENT COMPANY (if applicable)						
12. WALSH-HEALEY CONTRACTS ACT (Check applicable box(es))		14A. PLANT AND LOCATION (if different from Item 7, above)						
A. IS NOT APPLICABLE		14B. POINT OF CONTACT						
B. IS APPLICABLE AND PROSPECTIVE CONTRACTOR REPRESENTS HIS CLASSIFICATION AS: <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> REGULAR DEALER <input type="checkbox"/> OTHER (Specify)								
15A. NAME OF REQUESTING ACTIVITY CONTRACTING OFFICER		14C. TELEPHONE NO. (with area code)						
15B. SIGNATURE		16A. NAME OF CONTACT POINT AT REQUESTING ACTIVITY (if different from Item 15A)						
15C. TELEPHONE NO. (include AUTOVON, WATS or FTS, if available)		16B. TELEPHONE NO. (include AUTOVON, WATS or FTS, if available)						
17. RETURN PREAWARD SURVEY TO THIS ADDRESS:  ATTN:								
<b>SECTION II - DATA</b> (For Completion by Contracting Office)								
18A. ITEM NO.	18B. NATIONAL STOCK NUMBER (NEW) AND NOMENCLATURE	18C. TOTAL QUANTITY	18D. UNIT PRICE	18E. DELIVERY SCHEDULE				
				(a)	(b)	(c)	(d)	(e)
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					
	SOLICITED							
	OFFERED		\$					

AUTHORIZED FOR LOCAL REPRODUCTION EXPIRATION DATE: 9-30-91 1403-103 STANDARD FORM 1403 (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(a)

SECTION III - FACTORS TO BE INVESTIGATED

19. MAJOR FACTORS			CHK. (a)	SAT. (b)	UN-SAT. (c)	20. OTHER FACTORS (Provide specific requirements in Remarks)			CHK. (a)	SAT. (b)	UN-SAT. (c)
A. TECHNICAL CAPABILITY						A. GOVERNMENT PROPERTY CONTROL					
B. PRODUCTION CAPABILITY						B. TRANSPORTATION					
C. QUALITY ASSURANCE CAPABILITY						C. PACKAGING					
D. FINANCIAL CAPABILITY						D. SECURITY					
E. ACCOUNTING SYSTEM						E. SAFETY					
21. IS THIS A SHORT FORM FREAWARD REPORT? (For completion by surveying activity)						F. ENVIRONMENTAL/ENERGY CONSIDERATIONS					
<input type="checkbox"/> YES <input type="checkbox"/> NO						G. FLIGHT OPERATIONS/FLIGHT SAFETY					
22. IS A FINANCIAL ASSISTANCE PAYMENT PROVISION IN THE SOLICITATION? (For completion by contracting activity)						H. OTHER (Specify)					
<input type="checkbox"/> YES <input type="checkbox"/> NO											
23. REMARKS (For Contracting Activity Use)											

SECTION IV - SURVEYING ACTIVITY RECOMMENDATIONS

24. RECOMMEND  <input type="checkbox"/> A. COMPLETE AWARD <input type="checkbox"/> B. PARTIAL AWARD (quantity _____) <input type="checkbox"/> C. NO AWARD	25A. NAME AND TITLE OF SURVEY APPROVING OFFICIAL	25B. TELEPHONE NO.
	25C. SIGNATURE	25D. DATE

STANDARD FORM 1403 (REV. 9-88) BACK

[55 FR 25553, June 21, 1990]

53.301-1404

48 CFR Ch. 1 (10-1-09 Edition)

**53.301-1404 Preaward Survey of Prospective Contractor—Technical.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR TECHNICAL</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

1. RECOMMENDED

a. COMPLETE AWARD       b. PARTIAL AWARD (Quantity: \_\_\_\_\_)       c. NO AWARD

2. NARRATIVE (Include the following information concerning key personnel who will be involved with the prospective contract: (1) Names, qualifications/experience and length of affiliation with prospective contractor; (2) Evaluate technical capabilities with respect to the requirements of the proposed contract or item classification; (3) Description of any technical capabilities which the prospective contractor lacks. Comment on the prospective contractor's efforts to obtain the needed technical capabilities.)

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE

3. FIRM HAS AND/OR UNDERSTANDS (Give explanation for any items marked "NO" in 2. narrative)

a. SPECIFICATIONS	<input type="checkbox"/> YES <input type="checkbox"/> NO	b. EXHIBITS	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. DRAWINGS	<input type="checkbox"/> YES <input type="checkbox"/> NO	d. TECHNICAL DATA REQUIREMENTS	<input type="checkbox"/> YES <input type="checkbox"/> NO

4. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED

5. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION    EXPIRATION DATE: 9-30-91    1404-103    STANDARD FORM 1404 (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(b)

[55 FR 25555, June 21, 1990]

**Federal Acquisition Regulation**

**53.301-1405**

**53.301-1405 Preaward Survey of Prospective Contractor—Production.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR PRODUCTION</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

**SECTION I - RECOMMENDATION**

1. RECOMMENDED  a. COMPLETE AWARD  b. PARTIAL AWARD (Quantity: \_\_\_\_\_)  c. NO AWARD

2. NARRATIVE (Cite those sections of this report which substantiate the recommendations. List any other backup information in this space or on attached sheet if necessary. Identify any formal systems reviews and state results.)

IF CONTINUATION SHEETS ATTACHED - MARK HERE <input type="checkbox"/>			
3. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
4. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable.		EXPIRATION DATE: 9-30-91	1405-103
		STANDARD FORM 1405 (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(c)	

SECTION II - PLANT FACILITIES								
1. SIZE OF TRACT		4. DESCRIPTION AND TYPE OF BUILDING(S) <input type="checkbox"/> OWNED						
2. SQUARE FEET UNDER ROOF		3. NO. OF BUILDINGS		<input type="checkbox"/> LEASED (Give expiration date)				
5. SPACE				6. MISCELLANEOUS PLANT OBSERVATIONS				
	TYPE	SQUARE FEET	ADE- QUATE	INADE- QUATE	(Explain any items marked "NO" on an attached sheet.)		YES	NO
MANUFACTURING	a. TOTAL MANUFACTURING SPACE				a. GOOD HOUSEKEEPING MAINTAINED			
	b. SPACE AVAILABLE FOR OFFERED ITEM				b. POWER AND FUEL SUPPLY ADEQUATE TO MEET PRODUCTION REQUIREMENTS			
STORAGE	c. TOTAL STORAGE SPACE				c. ALTERNATE POWER AND FUEL SOURCE AVAILABLE			
	d. FOR INSPECTION LOTS				d. ADEQUATE MATERIAL HANDLING EQUIPMENT AVAILABLE			
	e. FOR SHIPPING QUANTITIES				e. TRANSPORTATION FACILITIES AVAILABLE FOR SHIPPING PRODUCT			
	f. SPACE AVAILABLE FOR OFFERED ITEM				f. OTHER (Specify)			
	g. AMOUNT OF STORAGE THAT CAN BE CONVERTED FOR MANUFACTURING, IF REQUIRED				g. _____			
					h. _____			

SECTION III - PRODUCTION EQUIPMENT							
LIST MAJOR EQUIPMENT REQUIRED (Include GFP and annotate it as such)	QUANTITY REQUIRED FOR PROPOSED CONTRACT	TOTAL QTY. REQD. DUR- ING LIFE OF PROPOSED CONTRACT	QUANTITY ON HAND	COND- ITION	QUANTITY SHORT* (Col. (c) minus (d))	SOURCE, IF NOT ON HAND	VERIFIED DELIVERY DATE
(a)	(b)	(c)	(d)	(e) G F P	(f)	(g)	(h)
1.  MANUFACTURING							
2.  SPECIAL TOOLING							
3.  SPECIAL TEST							

\* Coordinate shortage information for financial implications.

SECTION IV - MATERIALS, PURCHASED PARTS AND SUBCONTRACTS		
1. PARTS/MATERIALS/SUBCONTRACTS WITH LONGEST LEAD TIME OR CRUCIAL ITEMS		
DESCRIPTION (a)	SOURCE (b)	VERIFIED DELIVERY DATE TO MEET PROD. (c)

2. DESCRIBE THE MATERIAL CONTROL SYSTEM, INDICATING WHETHER IT IS CURRENTLY OPERATIONAL, AND EVALUATE ITS ABILITY TO MEET THE NEEDS OF THE PROPOSED ACQUISITION.

SECTION V - PERSONNEL						
1. NUMBER AND SOURCE OF EMPLOYEES					2. SHIFTS ON WHICH WORK IS TO BE PERFORMED	
TYPE OF EMPLOYEES	NO. ON BOARD	ADD. NO. REQUIRED	AVAIL.		SOURCE	<input type="checkbox"/> FIRST <input type="checkbox"/> SECOND <input type="checkbox"/> THIRD
			YES	NO		3. UNION AFFILIATION
a. Skilled Production						
b. Unskilled Production						AGREEMENT EXPIRATION DATE ▶
c. Engineering						4. RELATIONSHIP WITH LABOR INDICATES PROBLEMS AFFECTING TIMELY PERFORMANCE OF PROPOSED CONTRACT (if "Yes," explain on attached sheet)
d. Administrative						<input type="checkbox"/> YES <input type="checkbox"/> NO
e. TOT. (Lines a thru d)						

SECTION VI - DELIVERY PERFORMANCE RECORD

SECTION VII - RELATED PREVIOUS PRODUCTION (Government)						
PAST YEAR PRODUCTION		GOVERNMENT CONTRACT NUMBER <sup>1/</sup>	PERFORMANCE		QUANTITY	DOLLAR VALUE (\$000)
ITEM NOMENCLATURE (a)	NATIONAL STOCK NO. (NSN) (b)		ON SCHED. (d)	DELIN-QUENT (e)		

<sup>1/</sup> Identify identical items by an asterisk (\*) after the Government contract number.

SECTION VIII - CURRENT PRODUCTION												
(Government and civilian concurrent production schedule using same equipment and/or personnel as offered item.)												
ITEM(S) (Include Government Contract No., if applicable. Identify unsatisfactory performance with asterisk (*))	MONTHLY SCHEDULE OF CONCURRENT DELIVERIES (Quantity)											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	BAL.	
1. BEING PRODUCED												
2. PENDING AWARD												

SECTION IX - ORGANIZATION AND MANAGEMENT DATA

Provide the following information in SECTION I NARRATIVE:

- Describe the relationship between management, production, and inspection. Attach an organizational chart, if available.
- Describe the prospective contractor's production control system. State whether or not it is operational.
- Evaluate the prospective contractor's production control system in terms of (a) historical effectiveness, (b) the proposed contract, and (c) total production during performance of the proposed contract.
- Comment on or evaluate other areas unique to this survey (include all special requests by the contracting office and any other information pertinent to the proposed contract or item classification).

**Federal Acquisition Regulation**

**53.301-1406**

**53.301-1406 Preaward Survey of Prospective Contractor—Quality Assurance.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR QUALITY ASSURANCE</b>	<small>SERIAL NO. (For surveying activity use)</small>	<small>OMB No.: 9000-0011 Expires: 10/31/2000</small>
	<small>PROSPECTIVE CONTRACTOR</small>	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

**SECTION I - RECOMMENDATION**

1. RECOMMEND:       AWARD       NO AWARD *(Provide full substantiation for recommendation in 4. NARRATIVE)*
2. IF PROSPECTIVE CONTRACTOR RECEIVES AWARD, A POST AWARD CONFERENCE IS RECOMMENDED.       YES       NO
3. AN ON-SITE SURVEY WAS PERFORMED.       YES       NO
4. NARRATIVE

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE

5. SURVEY MADE BY			6. SURVEY REVIEWING OFFICIAL		
A. SIGNATURE	B. DATE SIGNED		A. SIGNATURE	B. DATE REVIEWED	
C. NAME			C. NAME		
D. OFFICE			D. OFFICE		
E. AREA CODE	F. TELEPHONE NUMBER	G. EXT.	E. AREA CODE	F. TELEPHONE NUMBER	G. EXT.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable.

**STANDARD FORM 1406** (REV. 11-97)  
Prescribed by GSA  
FAR (48 CFR) 53.209-1(d)

SECTION II - COMPANY AND SOLICITATION DATA			
1. BRIEFLY DESCRIBE HOW QUALITY ASSURANCE RESPONSIBILITIES ARE ACCOMPLISHED.			
2. QUALITY ASSURANCE OFFICIALS CONTACTED			
A. NAME	B. TITLE	C. YEARS OF QUALITY ASSURANCE EXPERIENCE	
3. APPLICABLE CONTRACT QUALITY REQUIREMENTS			
A. NUMBER	B. TITLE	C. TAILORING <i>(If any)</i>	
4. <input type="checkbox"/> IDENTICAL OR <input type="checkbox"/> SIMILAR ITEMS HAVE BEEN <input type="checkbox"/> PRODUCED, <input type="checkbox"/> SUPPLIED, OR <input type="checkbox"/> SERVICED BY PROSPECTIVE CONTRACTOR			
(If similar items, identify: _____)			
SECTION III - EVALUATION CHECKLIST			
STATEMENTS		YES	NO
1. These items (where applicable to the contract) are understood by the prospective contractor.	A. Exhibits, technical data, drawings, specifications, and approval requirements.		
	B. Preservation, packaging, packing, and marking requirements.		
	C. Other <i>(Specify)</i>		
2. Records available indicate that the prospective contractor has a satisfactory quality performance record during the past twelve (12) months for similar items.			
3. Used, reconditioned, or remanufactured material and former Government surplus material will be furnished by the prospective contractor. <i>(If Yes, explain in Section I NARRATIVE)</i>			
4. Prospective contractor will require unusual assistance from the Government. <i>(If Yes, explain in Section I NARRATIVE)</i>			
5. Did prospective contractor fulfill commitments to correct deficiencies, as proposed on previous surveys, when awarded that contract? <i>(If No, explain in Section I NARRATIVE)</i>			
6. Quality verification personnel	NUMBER SKILLED	NUMBER SEMI-SKILLED	
7. Quality verification to production personnel ratio.	RATIO		
THE FOLLOWING ARE AVAILABLE AND ADEQUATE. <i>(If not applicable, show "N/A" in "Yes" column.)</i>			
8. Inspection and test equipment, gauges, and instruments for first article and production <i>(including solicitation specified equipment)</i> .			
9. Calibration/metrology program.			
10. Quality system procedures and controls.			
11. Control of specifications, drawings, changes and modifications, work/process instructions.			
12. System for determining inspection, test, and measurement requirements.			
13. Purchasing: Processes for selecting qualified suppliers and assuring the quality of purchased materials.			
14. Product identification, segregation, traceability, and maintenance.			
15. Government furnished property controls.			
16. Process controls.			
17. Nonconforming product: System for timely identification, disposition, correction of deficiencies, and corrective and preventative action.			
18. Preservation, storage, packaging, packing, marking, and delivery controls.			
19. Records <i>(such as: inspection, test, status, corrective actions, calibration, etc.)</i>			
20. Controls for investigation of customer complaints and correction of deficiencies.			
21. Design controls system.			
22. Computer software <i>(deliverable and/or non-deliverable)</i> quality assurance program.			
23. Management review and internal quality audits.			
24. Quality assurance training program.			
25. Installation and servicing quality assurance program.			
26. Statistical techniques.			

STANDARD FORM 1406 (REV. 11-97) BACK

**Federal Acquisition Regulation**

**53.301-1407**

**53.301-1407 Preaward Survey of Prospective Contractor—Financial Capability.**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR FINANCIAL CAPABILITY</b>	SERIAL NO. (For surveying activity use)	FORM APPROVED OMB NO. <b>9000-0011</b>
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, D.C. 20503.

**SECTION I - RECOMMENDATION**

1. RECOMMENDED  
 a. COMPLETE AWARD       b. PARTIAL AWARD (Quantity: \_\_\_\_\_)       c. NO AWARD

2. TOTAL OFFERED PRICE \_\_\_\_\_

3. NARRATIVE (Cite those sections of the report which substantiate the recommendation. Give any other backup information in this space or on an additional sheet, if necessary.)

	IF CONTINUATION SHEETS ATTACHED - MARK HERE <input type="checkbox"/>		
4. SURVEY MADE BY	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
5. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION      EXPIRATION DATE: 9-30-91      1407-103      **STANDARD FORM 1407** (REV. 9-88) Prescribed by GSA - FAR (48 CFR) 53.209-1(e)

SECTION II - GENERAL						
1. TYPE OF COMPANY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SUBSIDIARY <input type="checkbox"/> DIVISION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER (Specify)			3. NAME AND ADDRESS OF: a. PARENT CO. b. SUBSIDIARIES			
2. YEAR ESTABLISHED:						
SECTION III - BALANCE SHEET/PROFIT AND LOSS STATEMENT						
PART A - LATEST BALANCE SHEET			PART B - LATEST PROFIT AND LOSS STATEMENT			
1. DATE	2. FILED WITH		1. CURRENT PERIOD		2. FILED WITH	
			a. FROM	b. TO		
3. FINANCIAL POSITION						
a. Cash	\$		3. NET SALES	a. CURRENT PERIOD	\$	
b. Accounts Receivable				b. First prior fiscal year		
c. Inventory				c. Second prior fiscal year		
d. Other Current Assets			4. NET PROFITS BEFORE TAXES	a. CURRENT PERIOD	\$	
e. Total Current Assets				b. First prior fiscal year		
f. Fixed Assets				c. Second prior fiscal year		
g. Current Liabilities			PART C - OTHER			
h. Long Term Liabilities			1. FISCAL YEAR ENDS (Date):			
i. Total Liabilities			2. BALANCE SHEETS AND PROFIT AND LOSS STATEMENTS HAVE BEEN CERTIFIED			
j. Net Worth			a. THROUGH (Date) b. BY (Signature)			
4. WORKING CAPITAL (Current Assets less Current Liabilities)			3. OTHER PERTINENT DATA			
5. RATIOS						
a. CURRENT ASSETS TO CURRENT LIABILITIES	b. ACID TEST (Cash, temporary investments held in lieu of cash and current receivables to current liabilities)	c. TOTAL LIABILITIES TO NET WORTH				
SECTION IV - PROSPECTIVE CONTRACTOR'S FINANCIAL ARRANGEMENTS						
Mark "X" in appropriate column. YES NO						
1. USE OF OWN RESOURCES		4. INDEPENDENT ANALYSIS OF FINANCIAL POSITION SUPPORTS THE STATEMENTS SHOWN IN ITEMS 1, 2, AND 3 <input type="checkbox"/> YES <input type="checkbox"/> NO (if "NO", explain)				
2. USE OF BANK CREDITS						
3. OTHER (specify)						
SECTION V - GOVERNMENT FINANCIAL AID						
1. TO BE REQUESTED IN CONNECTION WITH PERFORMANCE OF PROPOSED CONTRACT			2. EXPLAIN ANY "YES" ANSWERS TO ITEMS 1a, b, AND c			
Mark "X" in appropriate column. YES NO						
a. PROGRESS PAYMENT(S)						
b. GUARANTEED LOAN						
c. ADVANCE PAYMENTS						
3. FINANCIAL AID CURRENTLY OBTAINED FROM THE GOVERNMENT						
Complete items below only if Item a, is marked "YES."						
a. PROSPECTIVE CONTRACTOR RECEIVES GOVERNMENT FINANCING AT PRESENT <input type="checkbox"/> YES <input type="checkbox"/> NO	b. IS LIQUIDATION CURRENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	c. AMOUNT OF UNLIQUIDATED PROGRESS PAYMENTS OUTSTANDING \$	DOLLAR AMOUNTS			
			a. Guaranteed loans	\$	(a) AUTHORIZED	\$
			b. Advance payments	\$	(b) IN USE	\$
4. LIST THE GOVERNMENT AGENCIES INVOLVED				5. SHOW THE APPLICABLE CONTRACT NOS.		

**Federal Acquisition Regulation**

**53.301-1407**

**SECTION VI - BUSINESS AND FINANCIAL REPUTATION**

1. COMMENTS OF PROSPECTIVE CONTRACTOR'S BANK

2. COMMENTS OF TRADE CREDITORS

3. COMMENTS AND REPORTS OF COMMERCIAL FINANCIAL SERVICES AND CREDIT ORGANIZATIONS (Such as, Dun & Bradstreet, Standard and Poor, etc.)

4. MOST RECENT CREDIT RATING a. DATE b. BY

5. DOES PRICE APPEAR UNREALISTICALLY LOW?  YES  NO (if YES, explain in Section I NARRATIVE)

6. DESCRIBE ANY OUTSTANDING LIENS OR JUDGEMENTS

**SECTION VII - SALES (000'S) FOR NEXT SIX QUARTERS**

CATEGORY	1	2	3	4	5	6	TOTAL
1. CURRENT CONTRACT SALES (Backlog)	\$	\$	\$	\$	\$	\$	\$
A. GOVERNMENT (Prime & Subcontractor)							
B. COMMERCIAL							
2. ANTICIPATED ADDITIONAL SALES							
A. GOVERNMENT (Prime and Subcontractor)							
B. COMMERCIAL							
3. TOTALS							

STANDARD FORM 1407 (REV. 9-88) PAGE 3

[55 FR 25562, June 21, 1990]



Federal Acquisition Regulation

53.301-1408

SECTION II - EVALUATION CHECKLIST			
MARK "X" IN THE APPROPRIATE COLUMN (Explain any deficiencies in SECTION I NARRATIVE)	YES	NO	NOT APPLICABLE
1. EXCEPT AS STATED IN SECTION I NARRATIVE, IS THE ACCOUNTING SYSTEM IN ACCORD WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES APPLICABLE IN THE CIRCUMSTANCES?			
2. ACCOUNTING SYSTEM PROVIDES FOR:			
a. Proper segregation of direct costs from indirect costs.			
b. Identification and accumulation of direct costs by contract.			
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (A contract is a final cost objective.)			
d. Accumulation of costs under general ledger control.			
e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives.			
f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.			
g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.			
h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions.			
i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.			
j. Segregation of preproduction costs from production costs.			
3. ACCOUNTING SYSTEM PROVIDES FINANCIAL INFORMATION:			
a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).			
b. Required to support requests for progress payments.			
4. IS THE ACCOUNTING SYSTEM DESIGNED, AND ARE THE RECORDS MAINTAINED IN SUCH A MANNER THAT ADEQUATE, RELIABLE DATA ARE DEVELOPED FOR USE IN PRICING FOLLOW-ON ACQUISITIONS?			
5. IS THE ACCOUNTING SYSTEM CURRENTLY IN FULL OPERATION? (If not, describe in Section I Narrative which portions are (1) in operation, (2) set up, but not yet in operation, (3) anticipated, or (4) nonexistent.)			

STANDARD FORM 1408 (REV. 9-88) BACK

[48 FR 42637, Sept. 19, 1983, as amended at 62 FR 40244, July 25, 1997]





53.301-1413 Standard Form 1413, Statement and Acknowledgment.

STATEMENT AND ACKNOWLEDGMENT					OMB No.: 9000-0014 Expires: 01/31/2008		
<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.</p>							
<b>PART I - STATEMENT OF PRIME CONTRACTOR</b>							
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR				5. SUBCONTRACTOR			
a. NAME				a. NAME			
b. STREET ADDRESS				b. STREET ADDRESS			
c. CITY		d. STATE	e. ZIP CODE	c. CITY		d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."							
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:							
a. NAME OF AWARDING FIRM							
b. DESCRIPTION OF WORK BY SUBCONTRACTOR							
8. PROJECT				9. LOCATION			
10a. NAME OF PERSON SIGNING			11. BY (Signature)		12. DATE SIGNED		
10b. TITLE OF PERSON SIGNING							
<b>PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR</b>							
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:							
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)			Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility				
Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations							
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY							
A		A					
B		B					
15a. NAME OF PERSON SIGNING			16. BY (Signature)		17. DATE SIGNED		
15b. TITLE OF PERSON SIGNING							

Federal Acquisition Regulation

53.301-1414

53.301-1414 SF 1414 (Rev. 10/93) Consent of Surety.

CONSENT OF SURETY		1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
<p>The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.</p>				
4. INDIVIDUAL PRINCIPAL	a. BUSINESS ADDRESS	b. SIGNATURE		(Affix Seal)
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
5. CORPORATE PRINCIPAL	a. CORPORATE NAME AND BUSINESS ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Corporate Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)				
<p>The Principal or authorized representative shall execute this Consent of Surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joining venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.</p>				
A	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
D	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
<p><small>(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)</small></p>				
<p><small>Authorized for Local Reproduction (Previous edition not usable)</small></p>			<p><small>STANDARD FORM 1414 (Rev. 10-93) Prescribed by GSA, FAR (48 CFR) 53.228(a)</small></p>	

[59 FR 67061, Dec. 28, 1994]

53.301-1415

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1415 SF 1415 (Rev. 7/93) Consent of Surety and Increase of Penalty.

CONSENT OF SURETY AND INCREASE OF PENALTY		1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
<p>4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.</p>				
5. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND		7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
a.		\$		\$
b.				
c.				
8. INDIVIDUAL PRINCIPAL	a. BUSINESS ADDRESS	b. SIGNATURES		(Affix Seal)
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
9. CORPORATE PRINCIPAL	a. CORPORATE NAME AND BUSINESS ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Corporate Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
<p>10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)</p>				
A	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	b. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
		BY		
		c. TYPED NAME AND TITLE		
		d. DATE THIS CONSENT EXECUTED		

\*The Principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g. attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

Also furnish signature blocks on the back of this form if necessary for additional co-sureties.

FPMR (41 CFR) 101-11.6 AUTHORIZED FOR LEGAL REPRODUCTION STANDARD FORM 1415 (REV. 7-93) Prescribed by GSA - FAR (48 CFR) 53.228

[59 FR 67063, Dec. 28, 1994]

53.301-1416 Payment Bond for Other than Construction Contracts.

<b>PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <small>(See instructions on reverse)</small>		DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.:9000-0045								
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>											
PRINCIPAL <i>(Legal name and business address)</i>		TYPE OF ORGANIZATION <i>(X one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION									
SURETY(IES) <i>(Name(s) and business address(es)) (Include ZIP code)</i>		PENAL SUM OF BOND <table border="1"> <tr> <td>MILLION(S)</td> <td>THOUSAND(S)</td> <td>HUNDRED(S)</td> <td>CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> CONTRACT DATE      CONTRACT NO.		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS								

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>	
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			<i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			
SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			

INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Federal Acquisition Regulation

53.301-1418

53.301-1418 Performance bond for other than construction contracts.

<b>PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045																												
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.																														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>(“X” one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION _____																													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align:center; font-size:small;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width:25%; font-size:small;">MILLION(S)</th> <th style="width:25%; font-size:small;">THOUSAND(S)</th> <th style="width:25%; font-size:small;">HUNDRED(S)</th> <th style="width:25%; font-size:small;">CENTS</th> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" style="font-size:small;">CONTRACT DATE</td> <td colspan="2" style="font-size:small;">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> <tr> <td colspan="2" style="font-size:small;">OPTION DATE</td> <td colspan="2" style="font-size:small;">OPTION NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.						OPTION DATE		OPTION NO.					
PENAL SUM OF BOND																														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																											
CONTRACT DATE		CONTRACT NO.																												
OPTION DATE		OPTION NO.																												
OBLIGATION: We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.																														
CONDITIONS: The Principal has entered into the contract identified above.																														
THEREFORE: The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.																														
The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.																														
The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.																														
WITNESS: The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.																														
PRINCIPAL																														
SIGNATURE(S)	1. _____	2. _____																												
	(Seal)	(Seal)																												
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____																												
INDIVIDUAL SURETY(IES)																														
SIGNATURE(S)	1. _____	2. _____																												
	(Seal)	(Seal)																												
NAME(S) <i>(Typed)</i>	1. _____	2. _____																												
CORPORATE SURETY(IES)																														
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal																										
		\$																												
	SIGNATURE(S)	1. _____	2. _____																											
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____																											

AUTHORIZED FOR LOCAL REPRODUCTION  
 Previous edition not usable

STANDARD FORM 1418 (REV. 2-99)  
 Prescribed by GSA-FAR (48 CFR) 53.228(b)

SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		
SURETY C	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		
SURETY D	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		
SURETY E	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		
SURETY F	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		
SURETY G	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)		\$	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
--------------	------------------------	------------

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
  - Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

STANDARD FORM 1418 (REV. 2-99) BACK

53.301-1423 Inventory Verification Survey.

INVENTORY VERIFICATION SURVEY (See FAR 45.602-1(b)(1))				DATE		
<b>SECTION I - GENERAL</b>						
1. FROM: (Include ZIP Code)			2. TO: (Include ZIP Code)			
3. CONTRACT NUMBER AND TYPE			4. CONTRACTOR/SUBCONTRACTOR			
5A. SCHEDULES OF INVENTORY TO BE INSPECTED AND VERIFIED			5B. PLANT CLEARANCE CASE NUMBER/DOCUMENT NUMBER			
REFERENCE NUMBER	PAGES					
	START NO.	END NO.				AMOUNT (\$)
<b>SECTION II - TECHNICAL VERIFICATION</b>						
6. IS PROPERTY LISTED ON THE INVENTORY DISPOSAL SCHEDULES ON HAND AND IN THE QUANTITIES INDICATED?		YES	NO	12. ARE THE WEIGHTS OF THE ITEMS APPROXIMATELY CORRECT? IF WEIGHTS ARE NOT SHOWN, GIVE ESTIMATE OF WEIGHT BY BASIC MATERIAL CONTENT:		
			*			YES
7. IS THE PROPERTY CORRECTLY DESCRIBED ON THE INVENTORY DISPOSAL SCHEDULES?			*	13. DO THE ITEMS APPEAR TO HAVE COMMERCIAL VALUE OTHER THAN SCRAP?		
8. IS THE PROPERTY SEGREGATED OR ADEQUATELY PROTECTED?			*			*
9. IS THE PROPERTY PROPERLY TAGGED?			*	14. DID CONTRACTOR MAKE REASONABLE EFFORTS TO RETURN THE PROPERTY?		
10. ARE THE CONDITION CODES ACCURATE?			*	15. DO ANY ITEMS REQUIRE DEMILITARIZATION OR SPECIAL PROCESSING (sensitive items)?		
11. IS THE PROPERTY CLASSIFICATION CORRECTLY IDENTIFIED?			*	16. ARE COMMON ITEMS INCLUDED ON THE INVENTORY DISPOSAL SCHEDULE?		
<b>SECTION III - TERMINATION INVENTORY</b>						
COMPLETION OF THIS SECTION <input type="checkbox"/> IS <input type="checkbox"/> IS NOT REQUIRED (Requester, check one)						
17. DID WORK STOP PROMPTLY UPON RECEIPT OF THE TERMINATION NOTICE?  DATE OF NOTICE: _____		YES	NO	20. DOES THE INVENTORY INCLUDE REJECTS? IF YES, EXPLAIN SPECIFIC LINE ITEM ENTRIES. OBTAIN FROM CONTRACTOR ESTIMATED COST OF REWORKING REJECTS ON SPECIFIC LINE ITEM BASIS.		
			*			YES
18a. DO THE QUANTITIES OF MATERIAL EXCEED THE AMOUNTS THAT WOULD HAVE BEEN REQUIRED TO COMPLETE THE TERMINATED PORTION OF THE CONTRACT?			*	21a. HAVE COMPLETED ARTICLES BEEN INSPECTED AS TO QUALITY AND CONFORMANCE TO SPECIFICATIONS?		
b. CAN THE ITEMS OF TERMINATION INVENTORY BE USED ON THE CONTINUING PORTION OF THE CONTRACT?			*	b. DO THE COMPLETED ITEMS INSPECTED CONFORM TO CONTRACT SPECIFICATIONS?		
			*	c. DO OTHER THAN COMPLETED ITEMS CONFORM WITH TECHNICAL REQUIREMENTS OF THE CONTRACT OR ORDER?		
19. ARE ALL ITEMS AND QUANTITIES ALLOCABLE TO THE TERMINATION PORTION OF THIS CONTRACT OR ORDER?			*	22. FOR WORK-IN-PROCESS, IS THE PERCENTAGE OF COMPLETION ACCURATE?		
23. REQUESTING OFFICE REMARKS (Where the answer to any question is placed in a block containing an asterisk (*) detailed comments of the verifier shall be included on the reverse of this form and identified by section and item number.)						
24. SIGNATURE OF REQUESTER						
<b>INVENTORY VERIFICATION</b>						
The above information is based on a physical verification of inventory listed under Item 5.						
25. NAME AND TITLE		26. SIGNATURE OF VERIFIER		27. DATE		

<b>INVENTORY VERIFICATION SURVEY</b> (See FAR 45.606-3)		DATE	OMB No.: 9000-0015 Expires: 05/31/98		
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.					
<b>SECTION I - GENERAL</b>					
1. FROM: (Include ZIP Code)		2. CONTRACT NUMBER			
3. TO: (Include ZIP Code)		4. CONTRACT/SUBCONTRACTOR			
5. SCHEDULES OF INVENTORY TO BE INSPECTED AND VERIFIED					
SF 1426 pages _____ through _____ \$ _____		SF 1432 pages _____ through _____ \$ _____			
SF 1428 pages _____ through _____ \$ _____		SF 1434 pages _____ through _____ \$ _____			
SF 1430 pages _____ through _____ \$ _____					
<b>SECTION II - TECHNICAL VERIFICATION</b>					
		YES	NO		
6. IS PROPERTY LISTED ON THE INVENTORY SCHEDULES ON HAND AND IN THE QUANTITIES INDICATED?		*	*	12. ARE THE WEIGHTS OF THE ITEMS RECOMMENDED AS SCRAP APPROXIMATELY CORRECT?	
		*	*	IF WEIGHTS ARE NOT SHOWN, GIVE ESTIMATE OF WEIGHT BY BASIC MATERIAL CONTENT:	
7. IS THE PROPERTY CORRECTLY DESCRIBED ON THE INVENTORY SCHEDULES?		*	*	13. DO THE ITEMS APPEAR TO HAVE COMMERCIAL VALUE OTHER THAN SCRAP?	
8. IS THE PROPERTY SEGREGATED OR ADEQUATELY PROTECTED?		*	*	14. ARE THE ITEMS AGENCY-PECULIAR?	
9. IS THE PROPERTY PROPERLY TAGGED?		*	*	15. DO ANY ITEMS REQUIRE SPECIAL PROCESSING (Fire arms, drugs, hazardous or sensitive items, or precious metals, etc.)?	
10. ARE THE CONDITION CODES ACCURATE?		*	*	16. ARE COMMON ITEMS INCLUDED ON THE INVENTORY SCHEDULE?	
11. ARE THE ITEMS LISTED ON SF 1432 CORRECTLY CATEGORIZED AS SPECIAL TOOLING OR SPECIAL TEST EQUIPMENT?		*	*		
<b>SECTION III - TERMINATION INVENTORY</b>					
COMPLETION OF THIS SECTION		IS	IS NOT REQUIRED (Requester, check one)		
17. DID WORK STOP PROMPTLY UPON RECEIPT OF THE TERMINATION NOTICE?		*	*	20. DOES THE INVENTORY INCLUDE REJECTS? IF YES, EXPLAIN SPECIFIC LINE ITEM ENTRIES. OBTAIN FROM CONTRACTOR ESTIMATED COST OF REWORKING REJECTS ON SPECIFIC LINE ITEM BASIS.	
DATE TO NOTICE:		*	*		
18. DO THE QUANTITIES OF MATERIAL EXCEED THE AMOUNTS THAT WOULD HAVE BEEN REQUIRED TO COMPLETE THE TERMINATED PORTION OF THE CONTRACT?		*	*	21a. HAVE COMPLETED ARTICLES BEEN INSPECTED AS TO QUALITY AND CONFORMANCE TO SPECIFICATIONS?	
CAN THE ITEMS OF TERMINATION INVENTORY BE USED ON THE CONTINUING PORTION OF THE CONTRACT?		*	*	b. DO THE COMPLETED ITEMS INSPECTED CONFORM TO CONTRACT SPECIFICATIONS?	
19. ARE ALL ITEMS AND QUANTITIES ALLOCABLE TO THE TERMINATION PORTION OF THIS CONTRACT OR ORDER?		*	*	c. DO OTHER THAN COMPLETED ITEMS CONFORM WITH TECHNICAL REQUIREMENTS OF THE CONTRACT OR ORDER?	
22. REQUESTING OFFICE REMARKS (Where the answer to any question is placed in a block containing an asterisk (*) detailed comments of the verifier shall be included on the reverse of this form and identified by section and item number.)					
23. SIGNATURE OF REQUESTER					
<b>INVENTORY VERIFICATION</b> The above information is based on a physical Verification of Inventory listed under Item 5.					
24. NAME AND TITLE		25. SIGNATURE OF VERIFIER		26. DATE	

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 1423 (REV. 12-96)  
Prescribed by GSA-FAR (48 CFR) 53.245(c)



INVENTORY SCHEDULE A - CONTINUATION SHEET (METALS IN MILL PRODUCT FORM)		DATE	FORM APPROVED OMB NO. 9000-0016									
TYPE <input type="checkbox"/> TERMINATION <input type="checkbox"/> NONTERMINATION												
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20503; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0016), Washington, D.C. 20503.												
GOVERNMENT PRIME CONTRACT NO. _____ SUBCONTRACT OR P.O. NO. _____ REFERENCE NO. _____ PROPERTY CLASSIFICATION _____		PAGE NO. _____ NO. OF PAGES _____										
FOR USE OF CONTRACTING AGENCY ONLY	ITEM NO.	DESCRIPTION				QUANTITY	UNIT OF MEASURE	COST		CONTRACTOR'S OFFER	FOR USE OF CONTRACTING AGENCY ONLY	
		FORM, SHAPE, ROLLING TREATMENT	HEAT TREATMENT, TEMPER, HARDNESS, FINISH, ETC.	SPECIFICATIONS, AND ALLOY OR TENSILE STRENGTH SPECIFICATION	DIMENSIONS THICKNESS			WIDTH	LENGTH			UNIT
	(a)	(b)	(b1)	(b2)	(b3)	(b4)	(b5)	(b6)	(b7)	(b8)	(b9)	(b10)

AUTHORIZED FOR LOCAL REPRODUCTION    EXPIRATION DATE: 4-30-92    1427-102    STANDARD FORM 1427 (REV. 7-80)  
 Previous edition is usable    Prescribed by GSA - FAR (48 CFR) 53.245(f)

[55 FR 3897, Feb. 5, 1990]

53.301-1428 Inventory Disposal Schedule.

<b>INVENTORY DISPOSAL SCHEDULE</b> (See Reverse for Instructions) (See FAR 52.245 - I (J))		1. TYPE (Check block(s) where applicable) <input type="checkbox"/> TERMINATION <input type="checkbox"/> FINAL SCHEDULE <input type="checkbox"/> INVENTORY		2. SCHEDULE REFERENCE NUMBER		PAGE NO. NO. OF PAGES OMB No. 9000-0075 Expires: 2/28/2010					
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405.											
3. PRIME CONTRACT NO.		4. SUBCONTRACTOR P.C. NO.		5. CONTRACT TYPE		6. TERM DOCKET NUMBER		7. TOTAL LINE ITEMS		8. TOTAL ACQUISITION COST	
9a. CAGE CODE (b). PRIME CONTRACTOR (Part of Contract)		10a. CAGE CODE (b). SUBCONTRACTOR (Part of Contract)		10b. STREET ADDRESS		10c. CITY, STATE, AND ZIP CODE		10d. CITY, STATE, AND ZIP CODE		12. PRODUCT COVERED BY CONTRACT ORDER	
11a. LOCATION OF PROPERTY		11b. POINT OF CONTACT FOR PROPERTY		13. ITEM NO.		14. ITEM DESCRIPTION		15. CONTRACTOR IDENTIFICATION NUMBER		16. DML CODE	
17. PROPERTY CLASSIFICATION		18. GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER		19. CONDITION CODE		20. QUANTITY		21. UNIT OF MEASURE		22. COST UNIT (a) TOTAL (b)	
23. CONTRACTOR'S OFFER		24a. SIGNATURE OF CONTRACTOR SUBMITTING SCHEDULE		24b. NAME OF CONTRACTOR SUBMITTING SCHEDULE		24c. TITLE		24d. DATE			

STANDARD FORM 1428 (REV. 6/2007)  
 Prescribed by GSA-FAR (48 CFR) 53.245(e) and 53.249(b)  
 AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

## INSTRUCTIONS

The Contractor shall submit all schedules to the Plant Clearance Officer.

**Manual submissions.** Prepare a separate schedule for items in each property classification (block 17) and a separate schedule for scrap. Submit an original and 2 copies of each scrap schedule and continuation sheet (SF 1429). For other schedules, an original and 7 copies are required.

**Electronic submissions.** Group all items of the same property classification. Submit separate schedules for scrap.

**General instructions.**

**BLOCKS 1, 2 & 4 - Self-explanatory.**

**BLOCK 3 - PRIME CONTRACT NO. (For contract modifications and BOAs).** If the property applies solely to one contract modification indicate the modification number after the contract number. For task orders and orders under basic ordering agreements, enter the contract number or BOA number followed by the order number under which the property is accountable.

**BLOCK 5 - CONTRACT TYPE.** Use one of the following codes:

- J - Fixed-Price
- O - Other
- S - Cost-Reimbursement
- Y - Time-and-Material
- Z - Labor-Hour
- 9 - Task Order Contracts and Orders under Basic Ordering Agreements (BOAs)

**BLOCKS 6 - 8 - Self-explanatory.**

**BLOCKS 9a and 10a - CAGE CODE.** Enter the Commercial and Government Entity code when applicable.

**BLOCKS 9b-d, 10b-d, and 11a-13 - Self-explanatory.**

**BLOCK 14 - ITEM DESCRIPTION.** Describe each item in sufficient detail to permit the Government to determine its appropriate disposition. Scrap may be described as a lot including metal content, estimated weight and estimated acquisition cost. For all other property, provide the information required by FAR 52.245 - 1 (f)(1)(iii). List the national stock number (NSN) first. For the following, also provide:

- Special tooling and special test equipment.** Identify each part number with which the item is used.
- Computers, components thereof, peripheral and related equipment.** The manufacturer's name, model and serial number, and date manufactured.
- Work in process.** The estimated percentage of completion.
- Precious metals.** The metal type and estimated weight.
- Hazardous material or property contaminated with hazardous material.** The type of hazardous material.

**Metals in mill product form.** The form, shape, treatments, hardness, temper, specification (commercial or Government), and dimensions (thickness, width, and length).

**BLOCK 15 - GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED.** Per line item, enter one of the following:

- GF - Government furnished
- CA - Contractor acquired

**BLOCK 16 - DML CODE. (Demilitarization code).** If applicable, enter the code specified in DoD 4160.21-M-1.

**BLOCK 17 - PROPERTY CLASSIFICATION.** Use one of the following classifications for each line item:

- EQ - Equipment
- M - Material
- STE - Special test equipment
- ST - Special tooling

In addition, when applicable, list one of the following sub classifications for each line item below the property classification:

- COM - Computers, peripherals, etc.
- AAE - Arms, ammunition and explosives
- PM - Precious metals
- HAZ - Hazardous materials
- ME - Metals in mill product form
- WIP - Work in process
- CL - Classified

**BLOCK 18 - Self-Explanatory.**

**BLOCK 19 - CONDITION CODE.** Assign one of the following codes to each item:

- Code 1.** Property which is in new condition or unused condition and can be used immediately without modifications or repairs.
- Code 4.** Property which shows some wear, but can be used without significant repair.
- Code 7.** Property which is unusable in its current condition but can be economically repaired.
- Code X.** Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
- Code S.** Property has no value except for its basic material content.

**BLOCKS 20 - 22 - Self-explanatory.**

**BLOCK 23 - CONTRACTOR'S OFFER.** The Contractor's offer to purchase the item if it survives screening.

STANDARD FORM 1428 (REV. 6/2007) BACK

[69 FR 17754, Apr. 5, 2004, as amended at 72 FR 27394, May 15, 2007]

53.301-1429 Inventory Disposal Schedule—Continuation Sheet.

INVENTORY DISPOSAL SCHEDULE - CONTINUATION SHEET		2. SCHEDULE REFERENCE NUMBER		PAGE NO.	NO. OF PAGES	OMB No.: 9000-0075 Expires: 10/31/2006				
13. ITEM NO.	14. ITEM DESCRIPTION	15. GOVT. FURNISHED CONTRACTOR ACQUIRED	16. DML CODE	17. PROPERTY CLASSIFICATION	18. GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER	19. CONDITION CODE	20. QUANTITY	21. UNIT OF MEASURE	22. COST	23. CONTRACTOR'S OFFER
									UNIT (a)	TOTAL (b)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable  
STANDARD FORM 1429 (REV. 5/2004)  
Prescribed by GSA-FAR (48 CFR) 53.245(e) and 53.249(b)

53.301-1435 Settlement Proposal (Inventory Basis).

<b>SETTLEMENT PROPOSAL (INVENTORY BASIS)</b>		OMB No.: 9000-0012 Expires: 05/31/98
<small>Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>		
<b>FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR</b>		
THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER NO(S).		COMPANY
CONTRACTOR WHO SENT NOTICE OF TERMINATION		STREET ADDRESS
NAME		CITY AND STATE (Include ZIP Code)
ADDRESS (Include ZIP Code)		NAME OF GOVERNMENT AGENCY
If moneys payable under the contract have been assigned, give the following:		GOVERNMENT PRIME CONTRACT NO.      CONTRACTOR'S REFERENCE NO.
NAME OF ASSIGNEE		EFFECTIVE DATE OF TERMINATION
ADDRESS (Include ZIP Code)		PROPOSAL NO.      CHECK ONE <input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED (If not, explain below)		

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION						
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	(a)	FINISHED		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PREVIOUSLY SHIPPED AND INVOICED	ON HAND	TO BE COMPLETED (Partial termination only)	NOT TO BE COMPLETED	
	QUANTITY	PAYMENT TO BE RECEIVED THROUGH INVOICING	INCLUDED IN THIS PROPOSAL			
	\$					
	QUANTITY					
	\$					
	QUANTITY					
	\$					

SECTION II - PROPOSED SETTLEMENT					
NO.	ITEM (a)	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE (d)	FOR USE OF CONTRACTING AGENCY ONLY (e)
		TOTAL PREVIOUSLY PROPOSED (b)	INCREASE OR DECREASE BY THIS PROPOSAL (c)		
1	METALS				
2	RAW MATERIALS (other than metals)				
3	PURCHASED PARTS				
4	FINISHED COMPONENTS				
5	MISCELLANEOUS INVENTORY				
6	WORK-IN-PROCESS				
7	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT				
8	OTHER COSTS (from Schedule B)				
9	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
10	TOTAL (Items 1 to 9 inclusive)				
11	PROFIT (explain in Schedule D)				
12	SETTLEMENT EXPENSES (from Schedule E)				
13	TOTAL (Items 10 to 12 inclusive)				
14	SETTLEMENTS WITH SUBCONTRACTORS (from Schedule F)				
15	ACCEPTABLE FINISHED PRODUCT				
16	GROSS PROPOSED SETTLEMENT (Items 13 thru 15)				
17	DISPOSAL AND OTHER CREDITS (from Schedule G)				
18	NET PROPOSED SETTLEMENT (Item 16 less 17)				
19	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
20	NET PAYMENT REQUESTED (Item 18 less 19)				

(When the space provided for any information is insufficient, continue on a separate sheet.)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 1435 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.249(a)(2)

**SCHEDULE A - ANALYSIS OF INVENTORY COST (Items 4 and 6)**

Furnish the following information (unless not reasonably available) for inventories of finished components and work-in-progress included in this proposal:

	TOTAL DIRECT LABOR	TOTAL DIRECT MATERIALS	TOTAL INDIRECT EXPENSES	TOTAL
FINISHED COMPONENTS				
WORK-IN-PROGRESS				

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, and G.

**SCHEDULE B - OTHER COSTS (Item 8)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 9)**

DETAIL OF EXPENSES	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE D - PROFIT (Item 11)**

EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(Where the space provided for any information is insufficient, continue on a separate sheet.)





53.301-1436

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1436 Settlement Proposal (Total Cost Basis).

<b>SETTLEMENT PROPOSAL (TOTAL COST BASIS)</b>		OMB No.: 9000-0012 Expires: 06/30/2004
Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.		
<b>FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR</b>		
THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER NOIS.		COMPANY
CONTRACTOR WHO SENT NOTICE OF TERMINATION		STREET ADDRESS
NAME		CITY AND STATE (Include ZIP Code)
ADDRESS (Include ZIP Code)		NAME OF GOVERNMENT AGENCY
If moneys payable under the contract have been assigned, give the following:		GOVERNMENT PRIME CONTRACT NO.
NAME OF ASSIGNEE		CONTRACTOR'S REFERENCE NO.
ADDRESS (Include ZIP Code)		EFFECTIVE DATE OF TERMINATION
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED (If not, explain below)		PROPOSAL NO.
		CHECK ONE <input type="checkbox"/> INTERIM <input type="checkbox"/> FINAL

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION							
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	(a)	FINISHED			UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PREVIOUSLY SHIPPED AND INVOICED	ON HAND		SUBSEQUENTLY COMPLETED AND INVOICED*	NOT TO BE COMPLETED	
	QUANTITY	(b)	PAYMENT TO BE RECEIVED THROUGH INVOICING	PAYMENT NOT TO BE RECEIVED THROUGH INVOICING	(e)	(f)	(g)
	\$						
	QUANTITY						
	\$						
	QUANTITY						
	\$						

SECTION II - PROPOSED SETTLEMENT					
NO.	ITEM	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE	FOR USE OF CONTRACTING AGENCY ONLY
		PREVIOUSLY PROPOSED	INCREASE OR DECREASE BY THIS PROPOSAL		
1	DIRECT MATERIAL				
2	DIRECT LABOR				
3	INDIRECT FACTORY EXPENSE (from Schedule A)				
4	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (SF 1428)				
5	OTHER COSTS (from Schedule B)				
6	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
7	<b>TOTAL COSTS (Items 1 thru 6)</b>				
8	PROFIT (Explain in Schedule D)				
9	<b>TOTAL (Items 7 and 8)</b>				
10	DEDUCT FINISHED PRODUCT INVOICED OR TO BE INVOICED*				
11	<b>TOTAL (Item 9 less Item 10)</b>				
12	SETTLEMENT EXPENSES (from Schedule E)				
13	<b>TOTAL (Items 11 and 12)</b>				
14	SETTLEMENTS WITH SUBCONTRACTORS (from Schedule F)				
15	GROSS PROPOSED SETTLEMENT (Items 13 thru 14)				
16	DISPOSAL AND OTHER CREDITS (from Schedule G)				
17	NET PROPOSED SETTLEMENT (Item 15 less 16)				
18	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
19	<b>NET PAYMENT REQUESTED (Item 17 less 18)</b>				

\* Column (e), Section I, should only be used in the event of a partial termination, in which the total cost reported in Section II should be accumulated to date of completion of the continued portion of the contract and the deduction for finished product (Item 10, Section II) should be the contract price of finished product in Column (b), (c), and (e), Section I.

NOTE: File inventory schedule (SF 1428) for allocable inventories on hand at date of termination (See 49.206).

(When the space provided for any information is insufficient, continue on a separate sheet.)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 1436 (REV. 5/2004)  
Prescribed by GSA - FAR (48 CFR) 53.249(a)(3)

SCHEDULE A - INDIRECT FACTORY EXPENSE (Item 3)			
DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, E, and G.

SCHEDULE B - OTHER COSTS (Item 5)			
ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 6)			
DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

SCHEDULE D - PROFIT (Item 8)		
EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(Where the space provided for any information is insufficient, continue on a separate sheet.)





53.301-1437

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1437 Settlement Proposal for Cost-Reimbursement Type Contracts.

<b>SETTLEMENT PROPOSAL FOR COST-REIMBURSEMENT TYPE CONTRACTS</b>	OMB No.: 9000-0012 Expires: 05/31/98
--	---

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

To be used by prime contractors submitting settlement proposals on cost-reimbursement type contracts under Part 49 of the Federal Acquisition Regulation. Also suitable for use in connection with terminated cost-reimbursement type subcontracts.

COMPANY	PROPOSAL NUMBER	CHECK ONE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
STREET ADDRESS	GOVERNMENT PRIME CONTRACT NO.	REFERENCE NO.
CITY AND STATE (Include ZIP Code)	EFFECTIVE DATE OF TERMINATION	

ITEM	TOTAL PREVIOUSLY SUBMITTED	INCREASE OR DECREASE BY THIS PROPOSAL	TOTAL SUBMITTED TO DATE
(a)	(b)	(c)	(d)
1. DIRECT MATERIAL	\$	\$	\$
2. DIRECT LABOR			
3. INDIRECT FACTORY EXPENSE			
4. SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT			
5. OTHER COSTS			
6. GENERAL AND ADMINISTRATIVE EXPENSE			
7. TOTAL COST (Items 1 thru 6)	\$	\$	\$
8. FEE			
9. SETTLEMENT EXPENSES			
10. SETTLEMENTS WITH SUBCONTRACTORS			
11. GROSS PROPOSED SETTLEMENT (Items 7 thru 10)			
12. DISPOSAL AND OTHER CREDITS			
13. NET PROPOSED SETTLEMENT (Item 11 less 12)	\$	\$	\$
14. PRIOR PAYMENTS TO CONTRACTOR	\$	\$	\$
15. NET PAYMENT REQUESTED (Item 13 less 14)	\$	\$	\$

CERTIFICATE

This is to certify that the undersigned, individually, and as an authorized representative of the Contractor, has examined this termination settlement proposal and that, to the best knowledge and belief of the undersigned:

(a) AS TO THE CONTRACTOR'S OWN CHARGES. The proposed settlement (exclusive of charges set forth in Item 10) and supporting schedules and explanations have been prepared from the books of account and records of the Contractor in accordance with recognized commercial accounting practices; they include only those charges allocable to the terminated portion of this contract; they have been prepared with knowledge that they will, or may, be used directly or indirectly as the basis of settlement of a termination settlement proposal or claim against an agency of the United States; and the charges as stated are fair and reasonable.

(b) AS TO THE SUBCONTRACTORS' CHARGES. (1) The Contractor has examined, or caused to be examined, to an extent it considered adequate in the circumstances, the termination settlement proposals of its immediate subcontractors (exclusive of proposals filed against these immediate subcontractors by their subcontractors); (2) The settlements on account of immediate subcontractors' own charges are fair and reasonable, the charges are allocable to the terminated portion of this contract, and the settlements were negotiated in good faith and are not more favorable to its immediate subcontractors than those that the Contractor would make if reimbursement by the Government were not involved; (3) The Contractor has received from all its immediate subcontractors appropriate certificates with respect to their termination settlement proposals, which certificates are substantially in the form of this certificate; and (4) The Contractor has no information leading it to doubt (i) the reasonableness of the settlements with more remote subcontractors or (ii) that the charges for them are allocable to this contract. Upon receipt by the Contractor of amounts covering settlements with its immediate subcontractors, the Contractor will pay or credit them promptly with the amounts so received, to the extent that it has not previously done so. The term "subcontractors," as used above, includes suppliers.

NOTE: The Contractor shall, under conditions stated in FAR 15.403, be required to submit a Certificate of Current Cost or Pricing Data (see FAR 15.406-2 and 15.408 Table 15-2).

NAME OF CONTRACTOR	BY (Signature of authorized official)	
	TITLE	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 1437 (REV. 9-97)  
Prescribed by GSA · FAR (48 CFR) 53.249(a)(4)

[62 FR 64951, Dec. 9, 1997]

53.301-1438 Settlement Proposal (Short Form).

<b>SETTLEMENT PROPOSAL (SHORT FORM)</b>		OMB No.: 9000-0012 Expires: 06/30/2004
Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.		
<small>For Use by a Prime Contractor or Subcontractor in Settlement of a Fixed Price Terminated Contract When Total Charges Claimed Are Less Than \$10,000.</small>		
THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER SUBCONTRACT OR PURCHASE ORDER NO.(S)		COMPANY (Prime or Subcontractor)
CONTRACTOR WHO SENT NOTICE OF TERMINATION NAME		STREET ADDRESS
ADDRESS (Include ZIP Code)		CITY AND STATE (Include ZIP code)
If moneys payable under the contract have been assigned, give the following: NAME OF ASSIGNEE		NAME OF GOVERNMENT AGENCY
ADDRESS (Include ZIP Code)		GOVERNMENT PRIME CONTRACT NO.
		CONTRACTOR'S REFERENCE NO.
		EFFECTIVE DATE OF TERMINATION

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION						
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER  (a)	PREVIOUSLY SHIPPED AND INVOICED  (b)	FINISHED		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER  (g)
		ON HAND PAYMENT TO BE RECEIVED THROUGH INVOICING (c)	INCLUDED IN THIS PROPOSAL (d)	TO BE COMPLETED (Partial termination only) (e)	NOT TO BE COMPLETED (f)	
	QUANTITY					
	\$					
	QUANTITY					
	\$					
	QUANTITY					
	\$					

SECTION II - PROPOSED SETTLEMENT		
NO.	ITEM <i>(Include only items allocable to the terminated portion of contract)</i>	AMOUNT OF CHARGE (\$)
1	CHARGE FOR ACCEPTABLE FINISHED PRODUCT NOT COVERED BY INVOICING <i>(from SF 1428)</i>	
2	CHARGE FOR WORK-IN-PROGRESS, RAW MATERIAL, ETC. ON HAND <i>(from SF 1428)</i>	
3	OTHER CHARGES INCLUDING PROFIT AND SETTLEMENT EXPENSES	
4	CHARGES FOR SETTLEMENT(S) WITH SUBCONTRACTORS	
5	GROSS PROPOSED SETTLEMENT <i>(Sum of Items 1 thru 4)</i>	
6	DISPOSAL AND OTHER CREDITS <i>(from SF 1424, Item 27, Col. 3)</i>	
7	NET PROPOSED SETTLEMENT <i>(Item 5 less 6)</i>	
8	ADVANCE, PROGRESS, AND PARTIAL PAYMENTS	
9	NET PAYMENT REQUESTED <i>(Item 7 less 8)</i>	

List your inventory on SF 1428 and attach a copy thereto. Retain for the applicable period specified in the prime contract all papers and records relating to this proposal for future examination.  
GIVE A BRIEF EXPLANATION OF HOW YOU ARRIVED AT THE AMOUNTS SHOWN IN ITEMS 3, 4, 6, AND 7

I CERTIFY that the above proposed settlement includes only charges allocable to the terminated portion of the contract or purchase order, that the total charges (Item 5) and the disposal credits (Item 6) are fair and reasonable, and that this proposal has been prepared with knowledge that it will, or may, be used directly or indirectly as a basis for reimbursement under a settlement proposal(s) against agencies of the United States.  <i>(Where the space provided for any information is insufficient, continue on a separate sheet.)</i>	NAME OF YOUR COMPANY	
	BY <i>(Signature of authorized official)</i>	
	TITLE	DATE

## INSTRUCTIONS

1. This settlement proposal should be submitted to the contracting officer, if you are a prime contractor, or to your customer, if you are a subcontractor. The term contract as used hereinafter includes a subcontract or a purchase order.
2. Proposals that would normally be included in a single settlement proposal, such as those based on a series of separate orders for the same item under one contract should be consolidated wherever possible, and must not be divided in such a way as to bring them below \$10,000.
3. You should review any aspects of your contract relating to termination and consult your customer or contracting officer for further information. Government regulations pertaining to the basis for determining a fair and reasonable termination settlement are contained in Part 49 of the Federal Acquisition Regulation. Your proposal for fair compensation should be prepared on the basis of the costs shown by your accounting records. Where your costs are not so shown, you may use any reasonable basis for estimating your costs which will provide for fair compensation for the preparations made and work done for the terminated portion of the contract, including a reasonable profit on such preparation and work.
4. Generally your settlement proposal may include under Items 2, 3, and 4, the following:
  - a. COSTS - Costs incurred which are reasonably necessary and are properly allocable to the terminated portion of your contract under recognized commercial accounting practices, including direct and indirect manufacturing, selling and distribution, administrative, and other costs and expenses incurred.
  - b. SETTLEMENT WITH SUBCONTRACTORS - Reasonable settlements of proposals of subcontractors allocable to the terminated portion of the subcontract. Copies of such settlements will be attached hereto.
  - c. SETTLEMENT EXPENSES - Reasonable costs of protecting and preserving termination inventory in your possession and preparing your proposal.
  - d. PROFIT - A reasonable profit with respect to the preparations you have made and work you have actually done for the terminated portion of your contract. No profit should be included for work which has not been done, nor shall profit be included for settlement expenses, or for settlement with subcontractors.
5. If you use this form, your total charges being proposed (line 5), must be less than \$10,000. The Government has the right to examine your books and records relative to this proposal, and if you are a subcontractor, your customer must be satisfied with your proposal.

STANDARD FORM 1438 (REV. 5/2004) BACK

[68 FR 17762, Apr. 5, 2004]

53.301-1439 Schedule of Accounting Information.

<b>SCHEDULE OF ACCOUNTING INFORMATION</b>		FORM APPROVED GMB NO. <b>8000-0012</b>
<small>Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (8000-0012), Washington, D.C. 20503.</small>		
<small>To be used by prime contractors submitting termination proposals under Part 49 of the Federal Acquisition Regulation. Also suitable for use by subcontractor in effecting subcontract settlements with prime contractor or immediate subcontractor.</small>		
THIS PROPOSAL APPLIES TO (check one) <input type="checkbox"/> A PRIME CONTRACT WITH <input type="checkbox"/> THE GOVERNMENT		COMPANY (Prime or Subcontractor)
<input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER NO. 123		STREET ADDRESS
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (include ZIP Code)
NAME AND ADDRESS (include ZIP Code)		NAME OF GOVERNMENT AGENCY
		GOVERNMENT PRIME CONTRACT NO.
		CONTRACTOR'S REFERENCE NO.
		EFFECTIVE DATE OF TERMINATION
1. INDIVIDUAL IN YOUR ORGANIZATION FROM WHOM ADDITIONAL INFORMATION MAY BE REQUESTED ON QUESTIONS RELATING TO:		
ACCOUNTING MATTERS		PROPERTY DISPOSAL
NAME		NAME
TITLE	TELEPHONE NO.	TITLE
		TELEPHONE NO.
ADDRESS (include ZIP Code)		ADDRESS (include ZIP Code)
2. ARE THE ACCOUNTS OF THE CONTRACTOR SUBJECT TO REGULAR PERIODIC EXAMINATION BY INDEPENDENT PUBLIC ACCOUNTANTS?		
<input type="checkbox"/> YES <input type="checkbox"/> NO (Name and address of accountants)		
3. INDEPENDENT ACCOUNTANTS, IF ANY, WHO HAVE REVIEWED OR ASSISTED IN THE PREPARATION OF THE ATTACHED PROPOSAL		
NAME		ADDRESS (include ZIP Code)
GOVERNMENTAL AGENCY(IES) WHICH HAVE REVIEWED YOUR ACCOUNTS IN CONNECTION WITH PRIOR SETTLEMENT PROPOSALS DURING THE CURRENT AND PRECEDING FISCAL YEAR		
NAME		ADDRESS (include ZIP Code)
5. HAVE THERE BEEN ANY SIGNIFICANT DEVIATIONS FROM YOUR REGULAR ACCOUNTING PROCEDURES AND POLICIES IN ARRIVING AT THE COSTS SET FORTH IN THE ATTACHED PROPOSAL? (If "Yes," explain briefly)		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
8. WERE THE DETAILED COST RECORDS USED IN PREPARING THE PROPOSAL CONTROLLED BY AND IN AGREEMENT WITH YOUR GENERAL BOOKS OF ACCOUNT?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
7. STATE METHOD OF ACCOUNTING FOR TRADE AND CASH DISCOUNTS EARNED, REBATES, ALLOWANCES, AND VOLUME PRICE ADJUSTMENTS. ARE SUCH ITEMS EXCLUDED FROM COSTS PROPOSED?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		

(Where the space provided for any information is insufficient, continue on a separate sheet.)

8. STATE METHOD OF RECORDING AND ABSORBING (1) GENERAL ENGINEERING AND GENERAL DEVELOPMENT EXPENSE AND (2) ENGINEERING AND DEVELOPMENT EXPENSE DIRECTLY APPLICABLE TO THE TERMINATED CONTRACT.

9. STATE TYPES AND SOURCE OF MISCELLANEOUS INCOME AND CREDITS AND MANNER OF RECORDING IN THE INCOME OR THE COST ACCOUNTS SUCH AS RENTAL OF YOUR FACILITIES TO OUTSIDE PARTIES, ETC.

10. METHOD OF ALLOCATING GENERAL AND ADMINISTRATIVE EXPENSE.

11. ARE COSTS AND INCOME FROM CHANGE ORDERS SEGREGATED FROM OTHER CONTRACT COSTS AND INCOME? (If "Yes," by what method?)

YES  NO

12. METHOD OF COMPUTING PROFIT SHOWN IN THE ATTACHED PROPOSAL AND REASON FOR SELECTING THE METHOD USED. FURNISH ESTIMATE OF AMOUNT OR RATE OF PROFIT IN DOLLARS OR PERCENT ANTICIPATED HAD THE CONTRACT BEEN COMPLETED.

13. ARE SETTLEMENT EXPENSES APPLICABLE TO PREVIOUSLY TERMINATED CONTRACTS EXCLUDED FROM THE ATTACHED PROPOSALS? (If "NO," explain.)

YES  NO

14. DOES THIS PROPOSAL INCLUDE CHARGES FOR MAJOR INVENTORY ITEMS AND PROPOSALS OF SUBCONTRACTORS COMMON TO THIS TERMINATED CONTRACT AND OTHER WORK OF THE CONTRACTOR? (If "Yes," explain the method used in allocating amounts to the terminated portion of this contract.)

YES  NO

15. EXPLAIN BRIEFLY YOUR METHOD OF PRICING INVENTORIES, INDICATING WHETHER MATERIAL HANDLING COST HAS BEEN INCLUDED IN CHARGES FOR MATERIALS.

16. ARE ANY PARTS, MATERIALS, OR FINISHED PRODUCT, KNOWN TO BE DEFECTIVE, INCLUDED IN THE INVENTORIES? (If "Yes," explain.)

YES  NO

(Where the space provided for any information is insufficient, continue on a separate sheet.)

STANDARD FORM 1439 REV. 7-80 PAGE 2

Federal Acquisition Regulation

53.301-1439

17. WERE INVENTORY QUANTITIES BASED ON A PHYSICAL COUNT AS OF THE DATE OF TERMINATION? (If "NO," explain exceptions.)

YES  NO

18. DESCRIBE BRIEFLY THE NATURE OF INDIRECT EXPENSE ITEMS INCLUDED IN INVENTORY COSTS (see Schedule A, SF 1439) AND EXPLAIN YOUR METHOD OF ALLOCATION USED IN PREPARING THIS PROPOSAL, INCLUDING IF PRACTICABLE, THE RATES USED AND THE PERIOD OF TIME UPON WHICH THEY ARE BASED.

19. STATE GENERAL POLICIES RELATING TO DEPRECIATION AND AMORTIZATION OF FIXED ASSETS, BASES, UNDERLYING POLICIES.

20. DO THE COSTS SET FORTH IN THE ATTACHED PROPOSAL INCLUDE PROVISIONS FOR ANY RESERVES OTHER THAN DEPRECIATION RESERVES? (If "Yes," list such reserves)

YES  NO

21. STATE POLICY OR PROCEDURE FOR RECORDING AND WRITING OFF STARTING LOAD.

22. STATE POLICIES FOR DISTINGUISHING BETWEEN CHARGES TO CAPITAL (FIXED) ASSET ACCOUNTS AND TO REPAIR AND MAINTENANCE ACCOUNTS.

23. ARE PERISHABLE TOOLS AND MANUFACTURING SUPPLIES CHARGED DIRECTLY TO CONTRACT COSTS OR INCLUDED IN INDIRECT EXPENSES?

(Where the space provided for any information is insufficient, continue on a separate sheet.)

STANDARD FORM 1439 REV. 7-88 PAGE 3

24. HAVE ANY CHARGES FOR SEVERANCE, DISMISSAL, OR SEPARATION PAY BEEN INCLUDED IN THIS PROPOSAL? (If "Yes," furnish brief explanation and estimates of amounts included.)  
 YES  NO

25. STATE POLICIES RELATING TO RECORDING OF OVERTIME SHIFT PREMIUMS AND PRODUCTION BONUSES.

26. DOES CONTRACTOR HAVE A PENSION PLAN? (If "Yes," state method of funding and absorption of past and current pension service costs.)  
 YES  NO

27. IS THIS SETTLEMENT PROPOSAL BASED ON STANDARD COSTS?  
 YES (If "Yes," has adjustment to actual cost or adjustment for any significant variations been made?)  YES  NO (If "NO," explain)  
 NO

28. DOES THIS PROPOSAL INCLUDE ANY ELEMENT OF PROFIT TO THE CONTRACTOR OR RELATED ORGANIZATION, OTHER THAN (a) PROFIT SET FORTH SEPARATELY IN THE PROPOSAL OR (b) PROFIT INCLUDED IN THE CONTRACT PRICE AT WHICH ACCEPTABLE FINISHED PRODUCT, IF ANY, IS INCLUDED IN THE PROPOSAL? (If "Yes," explain briefly.)  
 YES  NO

29. WHAT IS LENGTH OF TIME (PRODUCTION CYCLE) REQUIRED TO PRODUCE ONE OF THE END ITEMS FROM THE TIME THE MATERIAL ENTERS THE PRODUCTION LINE TO THE COMPLETION AS THE FINISHED PRODUCT?

30. STATE POLICY AND PROCEDURE FOR VERIFICATION AND NEGOTIATION OF SETTLEMENTS WITH SUBCONTRACTORS AND VENDORS.

**CERTIFICATE**

THIS CERTIFIES THAT, TO THE BEST KNOWLEDGE AND BELIEF OF THE UNDERSIGNED, THE ABOVE STATEMENTS ARE TRUE AND CORRECT.

NAME OF CONTRACTOR	BY (Signature of supervisory accounting official)
	TITLE
	DATE

(Where the space provided for any information is insufficient, continue on a separate sheet.)

[55 F.R. 3928, Feb. 5, 1990]

53.301-1440 Application for Partial Payment.

APPLICATION FOR PARTIAL PAYMENT						FORM APPROVED OMB NO. 5010-0012	
Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (5010-0012), Washington, D.C. 20503.							
For use by Prime Contractor or Subcontractor under contracts terminated for the convenience of the Government.							
THIS APPLICATION APPLIES TO (check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER SUBCONTRACT OR PURCHASE ORDER NUMBER(S)			APPLICANT STREET ADDRESS CITY AND STATE (Include ZIP Code) NAME OF GOVERNMENT AGENCY GOVERNMENT PRIME CONTRACT NUMBER				
CONTRACTOR WHO SENT NOTICE OF TERMINATION NAME ADDRESS (include ZIP Code)			CONTRACTOR'S REFERENCE NUMBER EFFECTIVE DATE OF TERMINATION DATE OF THIS APPLICATION				
IF CONTRACTOR HAS GUARANTEED LOANS OR HAS ASSIGNED MONIES DUE UNDER THE CONTRACT, GIVE THE FOLLOWING: NAME AND ADDRESS OF FINANCING INSTITUTION (include ZIP Code)			NAME AND ADDRESS OF GUARANTOR (include ZIP Code)				
NAME AND ADDRESS OF ASSIGNEE (include ZIP Code)			AMOUNT REQUESTED \$		APPLICATION NUMBER UNDER THIS TERMINATION		
SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION							
PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER (a)	QUANTITY \$	PREVIOUSLY SHIPPED AND INVOICED (b)	FINISHED ON HAND		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER (g)
			PAYMENT TO BE RECEIVED THROUGH INVOICING (c)	INCLUDED IN THIS APPLICATION (d)	TO BE COMPLETED (e)	NOT TO BE COMPLETED (f)	
SECTION II - APPLICANT'S OWN TERMINATION CHARGES (Exclusive of its Subcontractors' Charges)					SETTLEMENT PROPOSAL		
					<input type="checkbox"/> ATTACHED <input type="checkbox"/> PREVIOUSLY SUBMITTED		
NO.	ITEM				CHARGES AS LISTED IN SETTLEMENT PROPOSAL		
1	ACCEPTABLE FURNISHED PRODUCT (at contract price)				\$		
2	WORK-IN-PROGRESS						
3	RAW MATERIALS, PURCHASED PARTS, AND SUPPLIES						
4	GENERAL AND ADMINISTRATIVE EXPENSE						
5	TOTAL (Sum of lines 1, 2, 3, and 4)				\$		
6	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT						
7	OTHER COSTS						
8	SETTLEMENT EXPENSES						
9	TOTAL (Sum of lines 5, 6, 7, and 8)				\$		
10	SUBCONTRACTOR SETTLEMENTS APPROVED BY CONTRACTING OFFICER OR SETTLED UNDER A DELEGATION OF AUTHORITY AND PAID BY APPLICANT				\$		
11. AMOUNTS RECEIVED							
a	UNLIQUIDATED PARTIAL, PROGRESS, AND ADVANCE PAYMENTS RECEIVED				\$		
b	DISPOSAL AND OTHER CREDITS						
c	TOTAL (Sum of lines a and b)						
d	AMOUNT OF PARTIAL PAYMENT REQUESTED						
e	TOTAL (Sum of lines c and d)				\$		
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is obsolete			EXPIRATION DATE 4-30-92		1440-102		
			STANDARD FORM 1440 (REV. 7-88)		Prescribed by GSA - FAR (48 CFR) 53.249(a)(7)		

[55 F.R. 3933, Feb. 5, 1990]

53.301-1442

48 CFR Ch. 1 (10-1-09 Edition)

53.301-1442 Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair).

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
			<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		
IMPORTANT — The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL:		A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		
<b>SOLICITATION</b>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):					

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  
 award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
 (If "YES," indicate within how many calendar days after award in Item 12B.)  
 YES  NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-155-321\*

1442-101

STANDARD FORM 1442 (REV. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.236-1(e)

Federal Acquisition Regulation

53.301-1442

14 NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15 TELEPHONE NO. (Include area code)	
16 REMITTANCE ADDRESS (Include only if different than Item 14)		17 The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)	
CODE	FACILITY CODE	AMOUNTS ▶	
18 The offeror agrees to furnish any required performance and payment bonds			
19 ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation — give number and date of each.)			
AMENDMENT NO			
DATE			
20A NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		20B SIGNATURE	20C OFFER DATE
AWARD (To be completed by Government)			
21 ITEMS ACCEPTED			
22 AMOUNT		23 ACCOUNTING AND APPROPRIATION DATA	
24 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		25 OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)	
26 ADMINISTERED BY CODE		27 PAYMENT WILL BE MADE BY	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28 NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29 AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A NAME OF CONTRACTING OFFICER (Type or print)	
30B SIGNATURE	30C DATE	31B UNITED STATES OF AMERICA	31C AWARD DATE
		BY	

STANDARD FORM 1442 BACK (REV. 4-8)

[50 FR 1752, Jan. 11, 1985, and 50 FR 52429, Dec. 23, 1985]

53.301-1443 Standard Form 1443, Contractor's Request for Progress Payment.

<b>CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT</b>				Form Approved OMB Number 9000-0010	
<b>IMPORTANT: This form is to be completed in accordance with instructions on the reverse.</b>					
<b>SECTION I - IDENTIFICATION INFORMATION</b>					
1 TO NAME AND ADDRESS OF CONTRACTING OFFICE ADMINISTERING THE CONTRACT (Include ZIP Code)			2 FROM NAME AND ADDRESS OF CONTRACTOR (Include ZIP Code)		
PAYING OFFICE			3 SMALL BUSINESS		4 CONTRACT NUMBER
			<input type="checkbox"/> YES <input type="checkbox"/> NO		A BASIC CONTRACT NUMBER B TASK OR DELIVERY ORDER NUMBER
			5 CONTRACT PRICE		
			\$		
6. RATES		7. DATE OF INITIAL AWARD		8A. PROGRESS PAYMENT REQUEST NUMBER	
A PROGRESS PAYMENTS	B LIQUIDATION	A YEAR	B MONTH	8B DATE OF THIS REQUEST	
0 %	0 %				
<b>SECTION II - STATEMENT OF COSTS UNDER THIS CONTRACT THROUGH _____ (Date)</b>					
9. RESERVED					
10. RESERVED					
11. COSTS ELIGIBLE FOR PROGRESS PAYMENTS UNDER THE PROGRESS PAYMENTS CLAUSE					
12a. TOTAL CONTRACT COST(S) INCURRED TO DATE					
b. ESTIMATED COST TO COMPLETE			c. TOTAL ESTIMATED COST OF PERFORMANCE		
13. ITEM 11 MULTIPLIED BY ITEM 6a					
14a. FINANCING PAYMENTS PAID TO SUBCONTRACTORS					
b. LIQUIDATED FINANCING PAYMENTS TO SUBCONTRACTORS					
c. UNLIQUIDATED FINANCING PAYMENTS PAID TO SUBCONTRACTORS (Item 14a less 14b)					
d. SUBCONTRACT FINANCING PAYMENTS APPROVED FOR CURRENT PAYMENT					
e. ELIGIBLE SUBCONTRACTOR FINANCING PAYMENTS (Item 14c plus 14d)					
15. TOTAL DOLLAR AMOUNT (Item 13 plus 14e)					
16. ITEM 5 MULTIPLIED BY ITEM 6b					
17. LESSER OF ITEM 15 OR ITEM 16					
18. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED					
19. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 17 less 18)					
<b>SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS</b>					
20. COMPUTATION OF PROGRESS PAYMENT CLAUSE LIMITATION					
a. COSTS INCLUDED IN ITEM 11, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE DATE IN HEADING OF SECTION II					
b. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 11 less 20a)					
c. ITEM 20b MULTIPLIED BY ITEM 6a					
d. ELIGIBLE SUBCONTRACTOR FINANCING PAYMENTS (Same as Item 14e)					
e. LIMITATION (Item 20c plus 20d)					
21. COMPUTATION OF PROGRESS PAYMENT CLAUSE LIMITATION					
a. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED AS OF THE DATE SHOWN IN THE HEADING OF SECTION II					
b. CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 5 less 21a)					
c. ITEM 21b MULTIPLIED BY ITEM 6b					
d. UNLIQUIDATED ADVANCE PAYMENTS PLUS ACCRUED INTEREST					
e. LIMITATION (Item 21c less 21d)					
22. MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS (Lesser of Item 20e or 21e)					
23. TOTAL AMOUNT LIQUIDATED AND TO BE LIQUIDATED					
24. UNLIQUIDATED PROGRESS PAYMENTS (Item 18 less 23)					
25. MAXIMUM PERMISSIBLE PROGRESS PAYMENTS (Item 22 less 24)					
26. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Lesser of Item 25 or 19)					
27. AMOUNT APPROVED BY CONTRACTING OFFICER					
<b>CERTIFICATION</b>					
DATE _____					
I Certify that					
(a) The above statement (with attachments) has been prepared from the books and records of the above-named contractor in accordance with the contract and the instructions hereon, and to the best of my knowledge and belief, that it is correct.					
(b) All the costs of contract performance (except as herewith reported in writing) have been paid to the extent shown herein, or where not shown as paid have been paid or will be paid currently, by the contractor, when due, in the ordinary course of business.					
(c) The work reflected above has been performed.					
(d) The quantities and amounts involved are consistent with the requirements of the contract.					
(e) There are no encumbrances (except as reported in writing herewith, or on previous progress payment request number _____) against the property acquired or produced for, and allocated or properly chargeable to the contract which would affect or impair the Government's title.					
(f) There has been no materially adverse change in the financial condition of the contractor since the contractor's (insert 'as of date of financial information') _____ submission of its last financial information dated (insert date of prior submission/certification), _____ to the Government in connection with the contract.					
(g) To the extent of any contract provision limiting progress payments pending first article approval, such provision has been complied with, and					
(h) After the making of the requested progress payment the unliquidated progress payments will not exceed the maximum unliquidated progress payments permitted by the contract					
NAME AND TITLE OF CONTRACTOR REPRESENTATIVE SIGNING THIS FORM			SIGNATURE		
NAME AND TITLE OF CONTRACTING OFFICER			SIGNATURE		
NSN 7540-01-140-5523			STANDARD FORM 1443 (REV. 6/2009) Prescribed by GSA FAR (48 CFR 53.232)		

## INSTRUCTIONS

**GENERAL** - All dollar amounts must be shown in whole dollars, rounded using a consistent methodology (e.g., always round up, always round down, always round to the nearest dollar). All line item numbers not included in the instructions below are self-explanatory.

**SECTION I - IDENTIFICATION INFORMATION.** Complete items 1 through 8b in accordance with the following instructions.

Item 1. **TO** - Enter the name and address of the cognizant Contract Administration Office (the office administering the contract).

**PAYING OFFICE** - Enter the designation of the paying office, as indicated on the contract.

Item 2. **FROM - CONTRACTOR'S NAME AND ADDRESS/ZIP CODE** - Enter the name and mailing address of the contractor. If applicable, the division of the company performing the contract should be entered immediately following the contractor's name.

Item 3 Enter an "X" in the appropriate block to indicate whether or not the contractor is a small business concern.

Item 4 Enter the contract number, including the task or delivery order number if applicable. Progress payment requests under individual orders shall be submitted as if the order constituted a separate contract, unless otherwise specified in this contract (FAR 52.232-16(m)).

Item 5. Enter the total contract price in accordance with the following (See FAR 32.501-3):

(1) Under firm-fixed-price contracts, the contract price is the current amount fixed by the contract plus the not-to-exceed amount for any unpriced modifications.

(2) If the contract is redeterminable or subject to economic price adjustment, the contract price is the initial price until modified.

(3) Under a fixed-price incentive contract, the contract price is the target price plus the not-to-exceed amount for any unpriced modifications.

However, if the contractor's properly incurred costs exceed the target price, the contracting officer may provisionally increase the price up to the ceiling or maximum price.

(4) Under a letter contract, the contract price is the maximum amount obligated by the contract as modified

(5) Under an unpriced order issued against a basic ordering agreement, the contract price is the maximum amount obligated by the order, as modified.

(6) Any portion of the contract specifically providing for reimbursement of costs only shall be excluded from the contract price.

Item 6A. **PROGRESS PAYMENT RATES** - Enter the 2-digit progress payment percentage rate shown in paragraph (a) (1) of the progress payment clause

Item 6B. **LIQUIDATED RATE** - Enter the current progress payment liquidation rate prescribed in the contract (FAR 52.232-16(b)) using three digits - Example. show 80% as 800 - show 72.3% as 723. Decimals between tenths must be rounded up to the next highest tenth (not necessarily the nearest tenth), since rounding down would produce a rate below the minimum rate calculated (FAR 32.503-10(b) (4)).

Item 7. **DATE OF INITIAL AWARD** - Enter the four digit calendar year Use two digits to indicate the month. Example: Show January 2005 as 2005/01.

Item 8A. **PROGRESS PAYMENT REQUEST NUMBER** - Enter the number assigned to this request. All requests under a single contract must be numbered consecutively, beginning with 1 Each subsequent request under the same contract must continue in sequence, using the same series of numbers without omission.

Item 8B. Enter the date of the request.

**SECTION II - STATEMENT OF COSTS UNDER THIS CONTRACT.**

**Date.** In the space provided in the heading enter the date through which costs have been accumulated from inception for inclusion in this request. This date is applicable to item entries in Sections II and III.

**Cost Basis.** In accordance with FAR 52.232-16 (a) (1), the basis for progress payments is the contractor's total costs incurred under this contract, whether or not actually paid, plus financing payments to subcontractors (computed in accordance with FAR 52.232-16(j)), less the sum of all previous progress payments made by the Government under this contract.

Item 11. Costs eligible for progress payments under the progress payments clause. Compute the eligible costs in accordance with the requirements at FAR 52.232-16(a)(1) through (4) First articles: Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before the first article approval, the costs thereof shall not be allowable for purposes of progress payments (See FAR 52.209-3(g) and FAR 52.209-4(h))

Item 12a. Enter the total contract costs incurred to date, if the actual amount is not known, enter the best possible estimate If an estimate is used, enter (E) after the amount

Item 12b. Enter the estimated cost to complete the contract. The contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

Items 14a through 14e. Include only financing payments (progress payments, performance-based payments, and commercial item financing) on subcontracts which are in accordance with the requirements of FAR 52.232-16(j) Do not include interim payments under a cost reimbursement contract

Item 14a. Enter only financing payments actually paid.

Item 14b. Enter total financing payments recouped from subcontractors.

Item 14d. Include the amount of unpaid subcontract progress payment billings which have been approved by the contractor for the current payment in the ordinary course of business.

**SECTION III - ADVANCE PAYMENTS/ACCEPTED ITEMS.** This Section must be completed only if the contractor has received advance payments against this contract, or if the items have been delivered, invoiced and accepted as of the date indicated in the heading of Section II above.

**EXCEPTION:** Item 27 must be completed for all progress payment requests where the line 12c amount exceeds the amount on Line 5

Item 20a. Of the costs reported in Item 11, compute and enter only costs which are properly allocable to items delivered, invoiced and accepted to the applicable date. In order of preference, these costs are to be computed on the basis of one of the following: (a) The actual unit cost of items delivered, giving proper consideration to the deferment of the starting load costs or (b) projected unit costs (based on experienced costs plus the estimated cost to complete the contract), where the contractor maintains cost data which will clearly establish the reliability of such estimates.

Item 23. Enter total progress payments liquidated (monies recouped from the contractor on prior billings) and those to be liquidated from billings submitted but not yet paid (monies to be recouped from the contractor on submitted but unpaid billings).

**CERTIFICATION**

Paragraph (f). If no financial information has been provided previously in connection with this contract, insert "N/A" in the submission date block and the financial information date block. Otherwise, insert respectively, the "as of" date of the financial information submitted last and the date of the last submission.

STANDARD FORM 1443 (REV 6/2009) BACK

[48 FR 42637, Sept. 19, 1983, as amended at 74 FR 28431, June 15, 2009]



53.301-1445 SF 1445, Labor Standards Interview.

LABOR STANDARDS INTERVIEW						
CONTRACT NUMBER		EMPLOYEE INFORMATION				
NAME OF PRIME CONTRACTOR		LAST NAME	FIRST NAME	MI		
NAME OF EMPLOYER		STREET ADDRESS				
SUPERVISOR'S NAME		CITY		STATE	ZIP CODE	
LAST NAME	FIRST NAME	MI	WORK CLASSIFICATION		WAGE RATE	
ACTION					CHECK BELOW	
					YES	NO
Do you work over 8 hours per day?						
Do you work over 40 hours per week?						
Are you paid at least time and a half for overtime hours?						
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?						
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?						
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		TOOLS YOU USE				
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)						
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)						
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE						
EMPLOYEE'S SIGNATURE					DATE (YYMMDD)	
INTERVIEWER	SIGNATURE		TYPED OR PRINTED NAME		DATE (YYMMDD)	
INTERVIEWER'S COMMENTS						
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED			ACTION (If explanation is needed, use comments section)		YES	NO
			IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?			
			ARE WAGE RATES AND POSTERS DISPLAYED?			
FOR USE BY PAYROLL CHECKER						
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?						
<input type="checkbox"/> YES <input type="checkbox"/> NO						
COMMENTS						
CHECKER						
LAST NAME		FIRST NAME		MI	JOB TITLE	
SIGNATURE					DATE (YYMMDD)	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable				STANDARD FORM 1445 (REV. 12-96) Prescribed by GSA - FAR (48 CFR) 53.222(g)		





NO RESPONSE FOR REASONS CHECKED	
<input type="checkbox"/> CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/> UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (Specify)	
<input type="checkbox"/> WE DO	<input type="checkbox"/> WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)	
SIGNATURE	
TYPE OR PRINT NAME AND TITLE OF SIGNER	
<p>FROM:</p> <p style="text-align: center;">TO:</p> <p>SOLICITATION NO. _____</p> <p>DATE AND LOCAL TIME _____</p> <p style="text-align: right;">AFFIX STAMP HERE</p>	

STANDARD FORM 1447 (REV. 4/2008) BACK

[73 FR 21786, Apr. 22, 2008]

Federal Acquisition Regulation

53.301-1449

53.301-1449 Solicitation/Contract/Order for Commercial Items.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						
1. REQUISITION NUMBER		PAGE 1 OF				
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL: <input type="checkbox"/> a. NAME			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY		CODE	10. THIS ACQUISITION IS			
			<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		13b. RATING		
<input type="checkbox"/> SEE SCHEDULE				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
15. DELIVER TO		CODE	16. ADMINISTERED BY			
			CODE			
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		
				CODE		
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

53.301-1449

48 CFR Ch. 1 (10-1-09 Edition)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER    34. VOUCHER NUMBER    35. AMOUNT VERIFIED CORRECT FOR    36. PAYMENT    37. CHECK NUMBER  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.    39. S/R VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)    42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) **BACK**

[70 F.R. 14958, Mar. 23, 2005]

53.302-17 Optional Form 17, Offer Label.

OF-17 (12/93)  
Offer Label

FAR (48) CFR 53.214(g)  
FAR (48) CFR 53.215-1(h)

**NOTICE TO OFFEROR**

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 1/8 INCHES) IN HEIGHT AND 292 mm (11 1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 1/8 inches by 11 1/2 inches) or smaller.

**OFFER**

SOLICITATION NO.
DATE FOR RECEIPT OF OFFERS
TIME FOR RECEIPT OF OFFERS <div style="display: flex; justify-content: space-between; width: 100%;"> <span>AM</span> <span>PM</span> </div>
OFFICE DESIGNATED TO RECEIVE OFFERS

☆ GPO:1994-367-191

53.302-90

48 CFR Ch. 1 (10-1-09 Edition)

53.302-90 Release of Lien on Real Property.

RELEASE OF LIEN ON REAL PROPERTY

Whereas \_\_\_\_\_, of \_\_\_\_\_, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number \_\_\_\_\_,  
became a surety for the complete and successful performance of said contract, which  
bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

and recorded this pledge on \_\_\_\_\_  
(Name of Land Records)  
in the \_\_\_\_\_ of \_\_\_\_\_,  
(Locality) (State)  
and

Whereas, I, \_\_\_\_\_, being a duly  
authorized representative of the United States Government as a warranted contracting  
officer, have determined that the lien is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom,  
and

Whereas the surety remains liable to the United States Government for continued  
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the  
aforementioned lien.

[ Date ]

[ Signature ]

Seal

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 90 (REV. 1-90)  
Prescribed by GSA  
FAR (48 CFR) 53.228(n)

[55 FR 38522, Sept. 18, 1990]

Federal Acquisition Regulation

53.302-91

53.302-91 Release of Personal Property From Escrow.

RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas \_\_\_\_\_, of \_\_\_\_\_, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number \_\_\_\_\_,
became a surety for the complete and successful performance of said contract, and

Whereas said surety has placed certain personal property in escrow

In Account Number \_\_\_\_\_ on deposit

at \_\_\_\_\_
(Name of Financial Institution)

located at \_\_\_\_\_, and
(Address of Financial Institution)

Whereas I, \_\_\_\_\_, being a duly authorized
representative of the United States Government as a warranted contracting officer, have
determined that retention in escrow of the following property is no longer required to
ensure further performance of the said Government contract or satisfaction of claims
arising therefrom:

and

Whereas the surety remains liable to the United States Government for the continued
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from
escrow the property listed above, and directs the custodian of the aforementioned escrow
account to deliver the listed property to the surety. If the listed property comprises the
whole of the property placed in escrow in the aforementioned escrow account, the
Government further directs the custodian to close the account and to return all property
therein to the surety, along with any interest accruing which remains after the deduction of
any fees lawfully owed to

\_\_\_\_\_  
(Name of Financial Institution)

[ Date ]

[ Signature ]

Seal

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 91 (1-90)
Prescribed by GSA
FAR (48 CFR) 53.228(a)

[55 FR 38523, Sept. 18, 1990]

53.302-307 Optional Form 307, Contract Award.

<b>CONTRACT AWARD</b>				PAGE	OF	PAGES		
1. CONTRACT NUMBER		2. EFFECTIVE DATE		3. SOLICITATION NUMBER		4. REQUISITION/PROJECT NUMBER		
5. ISSUED BY			CODE	6. ADMINISTERED BY (If other than Item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR			CODE	8. PAYMENT WILL BE MADE BY				
9A. DUNS NUMBER		9B. TAXPAYER'S IDENTIFICATION NO.		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)				
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
	A	SOLICITATION/CONTRACT FORM				I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS./WORK STATEMENT				J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE				K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE				L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA				M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS						
12. BRIEF DESCRIPTION								
13. TOTAL AMOUNT OF CONTRACT								
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.				15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.				
<input type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)				A. UNITED STATES OF AMERICA (Signature of Contracting Officer)				
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN								
C. NAME OF SIGNER								
D. TITLE OF SIGNER				B. NAME OF CONTRACTING OFFICER				
E. DATE				C. DATE				

OPTIONAL FORM 307 (9-97)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(e)

53.302-308 Optional Form 308, Solicitation and Offer—Negotiated Acquisition.

<b>SOLICITATION AND OFFER - NEGOTIATED ACQUISITION</b>		PAGE	OF	PAGES
<b>I. SOLICITATION</b>				
1. SOLICITATION NUMBER	2. DATE ISSUED	3. OFFERS DUE BY	4. OFFERS VALID FOR 60 DAYS UNLESS A DIFFERENT PERIOD IS ENTERED HERE	
5. ISSUED BY		6. ADDRESS OFFER TO <i>(If other than Item 5)</i>		
<b>7. FOR INFORMATION CALL (No collect calls)</b>				
A. NAME	B. TELEPHONE	C. E-MAIL ADDRESS		
	AREA CODE	PHONE NUMBER		
B. BRIEF DESCRIPTION				

9. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**II. OFFER**

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to the resultant contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

10A. PERSONS AUTHORIZED TO NEGOTIATE	10B. TITLE		10C. TELEPHONE	
			AREA CODE	NUMBER
11. NAME AND ADDRESS OF OFFEROR		12A. SIGNATURE OF PERSON AUTHORIZED TO SIGN		
		12B. NAME OF SIGNER		
		12C. TITLE OF SIGNER		
12D. DATE		12E. TELEPHONE		
		AREA CODE	NUMBER	

OPTIONAL FORM 308 (9-87)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(f)

53.302-309

48 CFR Ch. 1 (10-1-09 Edition)

53.302-309 Optional Form 309, Amendment of Solicitation.

<b>AMENDMENT OF SOLICITATION</b> <i>(Negotiated Procurements)</i>			PAGE	OF	PAGES
<p><b>NOTICE:</b> Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.</p>					
<b>I. AMENDMENT</b>					
1. SOLICITATION NUMBER		2. SOLICITATION DATE	3. AMENDMENT NUMBER		4. AMENDMENT DATE
5. ISSUED BY			6. DUE DATE		
THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW.					
			A. DATE	B. TIME	
7. FOR INFORMATION CALL <i>(No collect calls)</i>					
A. NAME		B. TELEPHONE		C. E-MAIL ADDRESS	
		AREA CODE	PHONE NUMBER		
8. DESCRIPTION OF AMENDMENT					

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

**II. ACKNOWLEDGMENT OF AMENDMENT**

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR		10A. OFFEROR <i>(Signature of person authorized to sign)</i>	
		10B. NAME OF SIGNER	
		10C. TITLE OF SIGNER	
		10D. DATE	

**OPTIONAL FORM 309** (9-97)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(g)

[62 FR 51269, Sept. 30, 1997]



**GENERAL INFORMATION INSTRUCTIONS**

1. This form collects data on the participation of small disadvantaged business concerns in contracts that contain the clause at FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting.
2. Submit this report to the contracting officer. If your organization is required to report subcontracting data under an individual subcontracting plan, you may attach this report to the final SF 294, Subcontracting Report for Individual Contracts, submitted under the contract.
3. Report in whole dollars.

**SPECIFIC INSTRUCTIONS**

**Block 3.** Report the total dollar amount of participation of small disadvantaged business concerns under the contract cited in Block 2. Participation may be through subcontracting, teaming arrangement, joint ventures, or as the prime contractor (provided the prime contractor waived its right to a price evaluation adjustment).

**Block 4.** Report the participation, if any, by small disadvantaged business concerns in this contract at the prime contract level. All prime contract dollars must be reported under the North American Industrial Classification System (NAICS) assigned to the prime contract. Report the dollar amount and percentage of the total contract value.

**Block 5.** Report, by NAICS Industry Subsector, as determined by the Department of Commerce, the participation by small disadvantaged business concerns in this contract at the subcontract level. Report the dollar amount and percentage of the total contract value.

**Block 6.** Provide the name, telephone number, and e-mail address of the individual who can answer questions related to this report.

OPTIONAL FORM 312 (REV. 10-2000) BACK

[65 FR 46062, July 26, 2000]

53.302-333 Procurement Integrity Certification for Procurement Officials.

NAME OF PROCUREMENT OFFICIAL	SOCIAL SECURITY NUMBER
_____	_____

**PRIVACY ACT NOTICE TO EMPLOYEES AND OFFICIALS**

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), the following notice is provided:

**AUTHORITY FOR COLLECTION OF INFORMATION:** 41 U.S.C. 423 and Executive Order 9397.

Your signature on the Optional Form 333, Procurement Integrity Certification for Procurement Officials, and disclosure of your Social Security Number on this page are voluntary, but possible effects upon you if the certification is not signed and the Social Security Number is not provided include the following:

Disqualification from particular work or duty assignments, or from the position for which you have applied or which you currently hold, or other appropriate action, or administrative delay in processing your certification.

**PRINCIPAL PURPOSE FOR COLLECTION OF THIS INFORMATION:**

To obtain and maintain a completed certification from any person designated as a "Procurement official" as defined by 41 U.S.C. 423 and applicable procurement regulations.

**ROUTINE USES WHICH MAY BE MADE OF THE COLLECTED INFORMATION:**

Transfers to Federal, state, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations or proceedings, including transfer to the Office of Government Ethics in connection with its program oversight responsibilities, or pursuant to a request by any appropriate Federal agency in connection with hiring, retention, or grievance of an employee or applicant, the issuance of a security clearance, the award or administration of a contract, the issuance of a license, grant, or other benefit, to committees of the Congress, or any other use specified by the Office of Personnel Management (OPM) in the system of records entitled "OPM/GOVT-1, General Personnel Records," as published in the Federal Register periodically by OPM.

OPTIONAL FORM (REV. 10/92) 333 BACK

[59 FR 11388, Mar. 10, 1994, as amended at 62 FR 233, Jan. 2, 1997]



53.302-347 Order for Supplies or Services.

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>						
1. DATE OF ORDER		2. CONTRACT NO. (if any)		6. SHIP TO:		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE		
5. ISSUING OFFICE (Address correspondence to)				b. STREET ADDRESS		
7. TO:				c. CITY		e. ZIP CODE
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY				e. STATE	f. ZIP CODE	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE				
<b>17. SCHEDULE (See reverse for Rejections)</b>						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
SEE BILLING ON REVERSE		21. MAIL INVOICE TO:				17(h) TOT (Cont. pages)
		a. NAME				
		b. STREET ADDRESS (or P.O. Box)				17(i) GRAND TOTAL
c. CITY		d. STATE	e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed)		
TITLE: CONTRACTING/ORDERING OFFICER						

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

**OPTIONAL FORM 347** (REV. 4/2006)  
Prescribed by GSA/FAR 48 CFR 53.213(f)



53.302-348 Order for Supplies or Services Schedule—Continuation.

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO.
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>						
DATE OF ORDER		CONTRACT NO.		ORDER NO.		
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h))						

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 REV. (4/2006)  
Prescribed by GSA - FAR (48 CFR) 53.213(f)

[72 FR 63092, Nov. 7, 2007]





**53.303-DD-254 Department of Defense DD Form 254, Contract Security Classification Specification.**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED	
		b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER		a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD)
b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE			
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
	YES NO		YES NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:		e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS, AND TRUST TERRITORIES	
(2) Non-SCI		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>			

DD Form 254, DEC 90

Previous editions are obsolete.

305 340

<p><b>12. PUBLIC RELEASE.</b> Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.  <input type="checkbox"/> Direct    <input type="checkbox"/> Through (Specify):</p> <p style="font-size: small; margin-top: 10px;">to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.                  *In the case of non-DD User Agencies, requests for disclosure shall be submitted to that agency.</p>														
<p><b>13. SECURITY GUIDANCE.</b> The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)</p>														
<p><b>14. ADDITIONAL SECURITY REQUIREMENTS.</b> Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span></p>														
<p><b>15. INSPECTIONS.</b> Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span></p>														
<p><b>16. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 40%; padding: 2px;">a. TYPED NAME OF CERTIFYING OFFICIAL</td> <td style="width: 20%; padding: 2px;">b. TITLE</td> <td style="width: 40%; padding: 2px;">c. TELEPHONE (Include Area Code)</td> </tr> <tr> <td colspan="3" style="padding: 2px;">d. ADDRESS (Include Zip Code)</td> </tr> <tr> <td colspan="3" style="padding: 2px;">e. SIGNATURE</td> </tr> </table>			a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)	d. ADDRESS (Include Zip Code)			e. SIGNATURE					
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)												
d. ADDRESS (Include Zip Code)														
e. SIGNATURE														
<p><b>17. REQUIRED DISTRIBUTION</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"><input type="checkbox"/></td> <td>a. CONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>b. SUBCONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td> </tr> <tr> <td><input type="checkbox"/></td> <td>e. ADMINISTRATIVE CONTRACTING OFFICER</td> </tr> <tr> <td><input type="checkbox"/></td> <td>f. OTHERS - AS NECESSARY</td> </tr> </table>			<input type="checkbox"/>	a. CONTRACTOR	<input type="checkbox"/>	b. SUBCONTRACTOR	<input type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input type="checkbox"/>	f. OTHERS - AS NECESSARY
<input type="checkbox"/>	a. CONTRACTOR													
<input type="checkbox"/>	b. SUBCONTRACTOR													
<input type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR													
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION													
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER													
<input type="checkbox"/>	f. OTHERS - AS NECESSARY													

DD Form 254 Reverse, DEC 90

[56 FR 41741, Aug. 22, 1991]

## 53.303-DD-441 Department of Defense DD Form 441, Security Agreement.

DEPARTMENT OF DEFENSE SECURITY AGREEMENT	
THIS AGREEMENT, entered into this	day of 19
by and between THE UNITED STATES OF AMERICA through the Defense Contract Administration Services, Defense Supply Agency acting for the Department of Defense ( <i>hereinafter called the Government</i> ) and (i)	
a corporation organized and existing under the laws of the State of	
(ii) a partnership consisting of	
(iii) an individual trading as	
with its principal office and place of business at	in the city of
State of	( <i>hereinafter called the Contractor</i> ).
WITNESSETH THAT:	
<p>WHEREAS, the Government, through the Department of the Army, the Department of the Navy, and/or the Department of the Air Force, has in the past purchased or may in the future purchase from the Contractor supplies or services which are required and necessary to the national defense of the United States; or may invite bids or request quotations on proposed contracts for the purchase of supplies or services which are required and necessary to the national defense of the United States; and</p> <p>WHEREAS, it is essential that certain security measures be taken by the Contractor prior to and after his being accorded access to classified information; and</p> <p>WHEREAS, the parties desire to define and set forth the precautions and specific safeguards to be taken by the Contractor and the Government in order to preserve and maintain the security of the United States through the prevention of improper disclosure of classified information derived from matters affecting the national defense; sabotage; or any other act detrimental to the security of the United States.</p> <p>Now, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereo agree as follows:</p> <p><b>Section I—SECURITY CONTROLS</b></p> <p>(A) The Contractor agrees to provide and maintain a system of security controls within its or his own organization in accordance with the requirements of the Department of Defense Industrial Security Manual for Safeguarding Classified Information attached hereto and made a part of this agreement, subject, however, (i) to any revisions of the Manual required by the demands of national security as determined by the Government, notice of which has been furnished to the Contractor, and (ii) to mutual agreements entered into by the parties in order to adapt the Manual to the Contractor's business and necessary procedures thereunder. In order to place in effect such security controls, the Contractor further agrees to prepare <i>Standard Practice Procedures</i> for its or his own use, such procedures to be consistent with the Department of Defense Industrial Security Manual for Safeguarding Classified Information. In the event of any inconsistency between the Contractor's <i>Standard Practice Procedures</i> and the Department of Defense Industrial Security Manual for Safeguarding Classified Information as the same may be revised, the Manual shall control.</p>	<p>(B) The Government agrees that it shall indicate when necessary by security classification (<i>Top Secret, Secret, or Confidential</i>), the degree of importance to the national defense of information pertaining to supplies, services, and other matters to be furnished by the Contractor to the Government or the Government to the Contractor, and the Government shall give written notice of such security classification to the Contractor and of any subsequent changes thereof; provided, however, that matters requiring security classification will be assigned the least restrictive security classification consistent with proper safeguarding of the matter concerned, since overclassification causes unnecessary operational delays and depreciates the importance of correctly classified matter. Further, the Government agrees that when Atomic Energy information is involved it will when necessary indicate by a marking additional to the classification marking that the information is "Restricted Data—Atomic Energy Act, 1946." The Contractor is authorized to rely on any letter or other written instrument signed by the contracting officer changing the classification of matter. The Government also agrees upon written application of the Contractor to designate employees of the Contractor who may have access to information classified Top Secret or Secret or to information classified Confidential when "Restricted Data" is involved, or to matter involving research, development, or production of cryptographic equipment, regardless of its military classification; and alien employees to have access to any classified matter.</p> <p>(C) The Contractor agrees that it or he shall determine that any subcontractor, subbidder, individual, or organization proposed by it or him for the furnishing of supplies or services which will involve access to classified information in its or his custody has executed a Department of Defense Security Agreement which is still in effect, with any Military Department, prior to being accorded access to such classified information.</p> <p><b>Section II—INSPECTION</b></p> <p>Designated representatives of the Government responsible for inspection pertaining to industrial plant security shall have the right to inspect at reasonable intervals the procedures, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the Department of Defense Industrial Security Manual for Safeguarding Classified Information. Should the Government, through its authorized representative, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it shall submit a written report to the Contractor advising him of the deficiencies.</p>
<p>DD FORM 441 EDITION OF 1 MAY 54 MAY BE USED</p>	

<p><b>Section III—MODIFICATION</b>                  Modification of this security agreement (as distinguished from the Industrial Security Manual for Safeguarding Classified Information, which may be modified in accordance with section 1 of this agreement) may be made only by written agreement of the parties hereto.</p> <p><b>Section IV—TERMINATION</b>                  This agreement shall remain in effect until terminated through the giving of 30 days' written notice to the other party of intention to terminate; provided, however, notwithstanding any such termination, the terms and conditions of this agreement shall continue in effect so long as the Contractor has classified information in his possession or under his control.</p> <p><b>Section V—PRIOR SECURITY AGREEMENTS</b>                  As of the date hereof, this security agreement replaces and succeeds any and all prior security or secrecy agreements, understand-</p>	<p>ings, and representations with respect to the subject matter included herein, entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force: <i>Provided</i>, That the term "security or secrecy agreements, understandings, and representations" shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to the Government heretofore entered into between the Contractor and the Department of the Army, the Department of the Navy, and/or the Department of the Air Force.</p> <p><b>Section VI—SECURITY COSTS</b>                  This agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs which may be properly chargeable thereto.</p>
<p>IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:</p>	
<p>THE UNITED STATES OF AMERICA</p>	
<p>By _____</p>	
<p>(Authorized representative of the Government)</p>	
<p>(Corporation)</p>	
<p>WITNESS</p> <p>_____</p> <p>_____</p>	<p>By _____</p> <p>_____</p> <p>(Firm)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Address)</p>
<p><small>NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.</small></p>	
<p><small>NOTE.—Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the agreement and the certificate.</small></p>	
<p><b>CERTIFICATE</b></p>	
<p>I, _____, certify that I am the _____ of the corporation named as Contractor herein; that who signed this agreement on behalf of the Contractor, was then of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p>	
<p>(Corporate Seal)</p>	<p>_____ (Signature)</p>

GPO 886-110



